

Herogram Terms and Conditions “Ask Ask Brain2”

If you download, install, register with, or use the Ask Brain2 App (Ask Brain2 App), these terms and conditions (Terms and Conditions) will apply to you automatically. It is important to read these terms and conditions carefully before using the Ask Brain2 App. The Services provided by the Ask Brain2 App, which include developing and sharing visual material with other users through an AI algorithm based on the texts and photos you submit, as well as the art styles offered, can only be used with the permission granted under these Terms and Conditions. You are not permitted to copy, modify, or use our trademarks in any way. Additionally, you may not attempt to extract the source code, translate the Ask Brain2 App into other languages, or make derivative versions. Herogram FZ LLC (Herogram) owns the Ask Brain2 App, and all the trademarks, copyright, database rights, and other intellectual property rights related to it.

Herogram is dedicated to providing users with a useful and efficient Ask Brain2 App. To achieve this, we may make changes to the Ask Brain2 App or introduce charges for certain services at any time, for any reason. We will always provide clear information regarding any costs associated with the use of the Ask Brain2 App or Herogram Services.

The Ask Brain2 App processes and stores personal data provided by you to deliver our Service. You are responsible for maintaining the security of the Ask Brain2 App on your phone and preventing unauthorized access. To ensure proper functionality of the Ask Brain2 App, we recommend that you do not jailbreak or root your device as it may compromise the security features and increase the risk of malware or viruses.

Please note that certain functions of the Ask Brain2 App require an active internet connection, which can be provided by Wi-Fi or your mobile network provider. We cannot be held responsible if the Ask Brain2 App does not function at full capacity due to lack of Wi-Fi or data allowance. It is important to be aware that there are certain things that Herogram will not take responsibility for.

When using the Ask Brain2 App without a Wi-Fi connection, you should be aware that your mobile network provider's terms and conditions will still apply. This means you may be charged by your mobile provider for the duration of the connection while accessing the Ask Brain2 App, or for other third-party charges. You will be responsible for any such charges, including roaming data charges if you use the Ask Brain2 App outside of your home territory without turning off data roaming. If you are not the bill payer for the device on which you're using the Ask Brain2 App, we assume that you have received permission from the bill payer for using the app.

However, please note that Herogram cannot be held responsible for the way you use the Ask Brain2 App. You need to ensure that your device stays charged, as Herogram cannot accept responsibility if it runs out of battery and you cannot turn it on to use the Service.

Regarding Herogram's liability for your use of the Ask Brain2 App, please be aware that while we make every effort to keep the app current and accurate, we rely on outside sources to supply information. As a result, Herogram disclaims all responsibility for any direct or indirect losses you may incur as a result of depending solely on this feature.

From time to time, we may need to update the Ask Brain2 App. While it is currently available on iOS and Android, the requirements for system (and for any additional systems we decide to extend the availability of the app to) may change, and you will need to download the updates if you want to keep using the app. Although we cannot promise to always update the app to be relevant to you and/or work with the version of iOS or Android that you have installed on your device, you agree to always accept updates to the application when offered to you.

Finally, we may decide to stop providing the Ask Brain2 App and may terminate its use at any time without giving notice of termination to you. In such cases, your rights and licenses granted in these terms will end, and you must stop using the app and, if needed, delete it from your device.

User Content

When using Herogram's services, you have the ability to create, upload, transmit, store, edit, and share content (referred to as "Input") and receive content (referred to as "Output"). The combination of these two types of content is known as "User Content." However, you can only create, store, use, edit, and share User Content if it follows our Terms and Conditions, Herogram End-User License Agreement, and other applicable laws.

By uploading or transmitting your Input, you are granting Herogram a non-exclusive, irrevocable, fully-paid, royalty-free, perpetual, sub-licensable, transferrable, worldwide license and right to use, broadcast, reproduce, modify, create derivative works of, record, sublicense (on multiple levels), translate, transmit, or otherwise exploit your User Content. This is for the limited purpose of operating or improving our existing and future products, including but not limited to training Ask Brain2's AI, in all formats and mediums with any technology, now known or hereafter developed, without notice, permission, payment, or additional compensation to you or a third party.

It is your sole responsibility to ensure that your User Content complies with all applicable laws and these Terms and Conditions (including the Herogram End-User License Agreement). You acknowledge that Herogram will not be held liable in any way for User Content that is protected by copyright, including text, literary works, phrases, entries, and other materials.

You must not upload, transmit, create, store, edit, use, or share any User Content that violates these Terms and Conditions (including the Herogram End-User License Agreement) and other applicable laws. You agree to indemnify and hold harmless Herogram from any Claim that alleges your User Content infringes the Intellectual Property Rights of any third party or results from your breach of these Terms and Conditions.

Furthermore, you acknowledge and agree that (i) Output is generated by an Artificial Intelligence; (ii) Output may be false, inaccurate, or misleading; (iii) Herogram does not represent or warrant that Output is accurate, genuine, or true; (iv) Output is not advice, guidance, or information provided by Herogram in any way; (v) Herogram will not bear any responsibility or liability whatsoever for Output. Additionally, you understand and agree that output may not always be unique, as other users may receive the same or similar output from the same or similar input.

Changes to This Terms and Conditions

We reserve the right to unilaterally revise and change our Terms and Conditions periodically. It is important that you frequently check this page for any updates. By posting the updated Terms and Conditions on our website, we will notify you of any changes, which will take effect on the day they are published. You agree that you are bound by these updates and modifications, and that you will be considered to have accepted them if you confirm them or use the Ask Brain2 App after they are published.

You acknowledge that by accepting these Terms and Conditions, you do not gain any title or status as a representative, authorized person, agent, commercial representative, stakeholder, solution or business partner, dealer, or any other similar role with respect to Herogram. Therefore, you are not authorized to make any notification to be interpreted as such in any documents, brochures, advertisements, website or references made between third parties.

These Terms and Conditions are effective as of 5 May 2023.

Contact Us

If you have any questions or suggestions about our Terms and Conditions, do not hesitate to contact us at via support@herogram.app.

Herogram END-USER LICENSE AGREEMENT

The terms and conditions establish a legal agreement between the User and Herogram. It is essential to carefully read and understand all terms and conditions, as well as the scope of the Herogram Service. By utilizing the Ask Brain2 App, which is defined under Article 1.1, you are agreeing to the terms as outlined in these Terms and Conditions, including the Herogram End-User License Agreement and Privacy Policy. If you do not agree to these Terms and Conditions, including the Herogram End-User License Agreement and Privacy Policy, you should not use the Ask Brain2 App. If you continue to use the app, it will indicate your acceptance of the Terms and Conditions.

1. **TERMS OF USE**
- 1.1. Herogram, a Dubai-based organization, is pleased to present to you the Ask Brain2 App, as well as its branded mobile applications and associated documentation (each a "Herogram App" and collectively, the "Herogram Apps"). A complete list of these apps can be found on the Apple App Store and/or Google Play. By using the Ask Brain2 App, you agree to be legally bound by these terms of service. These terms and conditions apply to all of Herogram's products or services that are offered through online platforms such as the Apple App Store, Google Play, or any other

online platform (each a "Herogram Service" and collectively the "Herogram Services"). "Use" or "using" means accessing, using, installing, downloading, registering with, copying, in-app purchasing, or otherwise benefiting from the functionality of the Herogram Apps as per the documentation. Before accessing, installing, downloading, registering with, or using any Herogram Apps, please read this End-User License Agreement (the "Agreement") carefully, as it governs your use of the Herogram Apps and how we provide them. If you do not agree with these terms, do not use the Herogram Services. Each time you access or use the Herogram Services, the current version of these terms will apply. In addition, this Agreement includes additional payment terms, in-app purchase options, and other requirements set forth on the download or purchase page/platform through which you download or purchase the Herogram Apps.

- 1.2. The Herogram Privacy Policy (the "Privacy Policy") is applicable to your use or access of the Herogram Services. You also agree to comply with any guidelines, policies, or procedures that may be published on the Herogram Services from time to time. We reserve the right to modify these terms at any time and without prior notice. However, any rights implied by law or under the terms of this Agreement remain unaffected by this modification. When you open, use, or access the Herogram Apps, the in-app message that notifies you of any changes will constitute a reasonable method of notification. Your continued use of the Herogram Apps after we post amendments or apply changes to this Agreement will indicate your acceptance of these amendments and/or changes. If you do not agree with any amendment, you must discontinue using the Herogram Apps. If you have any questions or concerns regarding the terms, please contact us at support@herogram.app.
- 1.3. To clarify, all provisions in this Agreement that refer to the Herogram Apps and the Herogram Services are general terms and conditions that Herogram has established for its products and services. Although they are legally binding, these provisions only confer upon the User the rights specified herein for the Ask Brain2 App. This Agreement does not grant the User any rights with respect to other Herogram Apps or Herogram Services.
- 1.4. **NOTICE TO THE USER:** This is a legally binding agreement that you must understand and agree to before accessing or using any of the Herogram Services. If you do not agree to the terms of this Agreement or the Privacy Policy referenced herein, you must immediately leave the Apple App Store and/or Google Play and are not authorized to use or access any of the Herogram Services. However, depending on the laws of the jurisdiction where you live, you may have certain rights that cannot be waived through this Agreement, and certain provisions of this Agreement might be unenforceable as to you. If any term or condition of this Agreement is unenforceable, the remainder of the Agreement shall remain in full force and effect. By accessing or using the Herogram Services, you confirm that you are at least 18 years old (or if you are under 18 years old or under the legal majority age where you live, that you are using the Apple App Store and/or Google Play only with the approval of your parents or legal guardian), that you are legally able to enter into this Agreement, and that you have completely read, understood, and agree to be bound by this Agreement. Please note that to use Google Play, you

must have a valid Google account and comply with any age restrictions that may apply to the use of specific content or features on Google Play.

- 1.5. **NOTICE TO PARENTS AND LEGAL GUARDIANS:** As a parent or legal guardian, if you permit your child to download, install, use, access, or register with the Herogram apps, you are hereby consenting to the terms of this agreement on behalf of your child. You are responsible for supervising your child's online and offline activities. If you do not agree to these terms, please do not allow your child to use the Herogram apps or associated features. In case you are the parent or legal guardian of a child under 18 and you suspect that they are using the Herogram apps without your prior approval, please contact us at support@herogram.app.

2. PARTIES

- 2.1. This agreement is a binding contract between you, as the User, and Herogram, established upon your online approval, after you have downloaded and/or installed the Herogram app through the Apple App Store and/or Google Play. Both Herogram and you will be referred to individually as "Party" and collectively as "Parties" hereafter.
- 2.2. Upon downloading and/or installing the Herogram App through the Apple App Store or Google Play, the User acknowledges, agrees, and represents that they have carefully read and understood all of the terms and provisions contained in this Agreement.

3. Herogram CONTACT INFORMATION

3.1.

Company Name:	Herogram FZ LLC
Address:	Dubai, United Arab Emirates
E-mail:	support@herogram.app

4. GRANT OF LICENSE

- 4.1. Provided you comply with the terms of the Agreement, Herogram grants you a limited, non-exclusive, revocable, non-sub licensable, non-transferable license to access, download and install the latest available version of the Ask Brain2 App on a single mobile device that you own or control solely for your personal, lawful and non-commercial use as an end-user.
- 4.2. It should be noted that all Herogram Apps are protected by intellectual property laws, international treaties, and copyright laws. Any software, designs, source codes, target codes, directories, images, or other content found on Herogram Apps is the exclusive property of Herogram. The User is only granted rights listed in Article 11 and Herogram reserves all other rights not expressly granted to the User. Additionally, Herogram retains ownership of the copyright in and to the Herogram Apps. The User is not permitted to duplicate, copy, distribute, process advertisements, images, texts, visual or audio images, files, databases, catalogs, or lists available on Herogram Apps, rent, lease, or lend the Herogram Apps to anyone, or permanently transfer any of their rights under this Agreement. Herogram is not responsible for

any consequences arising from the illegal acquisition or use of Herogram Apps from an unauthorized distributor.

5. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

- 5.1. Users must comply with all applicable laws and regulations while using Herogram Apps. They must not engage in any activity that is illegal, immoral, or could interfere with their use of Herogram Services, as outlined below. Herogram is not responsible for any losses resulting from a violation of this section. Violation of this section may result in the termination of this Agreement in accordance with Article 14 and the restriction of the User's access to Herogram Apps, either temporarily or permanently. Herogram also reserves the right to pursue legal action under both criminal and civil laws.
- 5.2. The User is prohibited from transferring, selling, renting, leasing, sublicensing, distributing, assigning, copying (except for backup purposes), or granting any rights arising from the Herogram Apps to any third party. User shall not use the Herogram Apps for the benefit of any third party without express authorization from Herogram. The Herogram Apps are not to be made available over a network where it could be downloaded or used by multiple users, except with express authorization from Herogram. The User agrees not to use any device or process, such as robots or spiders, to interfere with the proper working of the Herogram Apps, except for the purpose of uninstalling or removing the Herogram Apps from a mobile device owned or controlled by the User. The User agrees not to deliver unlawful information or share harmful data, such as chain mail, malware, or viruses. The User also agrees not to violate or attempt to violate the security of the Herogram Services, except to the extent permitted by applicable law and this Agreement. The User shall not engage in activities that would negatively affect, obstruct, or manipulate the operation of the Herogram Apps, disable security systems, or attempt to do so through the preparation of automatic programs. Herogram reserves the right to take action, including cancellation of this Agreement in accordance with Article 14 and restricting User's access to Herogram Apps, either temporarily or permanently. Herogram also retains the right to pursue legal remedies under both criminal and civil laws if the User violates this section.
- 5.3. The User is prohibited from performing the following actions on the Herogram Apps: copying, adapting, translating, decompiling, reverse engineering, disassembling, modifying, recoding, creating derivative works or advertising the Herogram Apps. The User is also not allowed to access, create or modify the source code of any Herogram Apps. Any modifications or enhancements made to the Herogram Apps will remain the sole property of Herogram. The User must not attempt to obtain, copy or synchronize the source code of the Herogram Apps with other software or hardware, violate computer network security, or hack security passwords or codes. Moreover, the User shall not attempt to deliver SPAM mail or upload malware, and shall be responsible for any damages caused to Herogram and third parties.
- 5.4. If the security of the network is threatened, or there is a risk of network, software or file malfunction, or to prevent potential disruptions, Herogram may terminate or restrict access to

Herogram Apps without prior notice, in order to maintain network security and minimize the negative consequences.

- 5.5. Herogram may make changes to the features or functions of its apps and may require users to update to new versions or accept the current agreement before accessing the app. Users should be aware that such updates may be necessary to use app stores or access content and agree to receive them automatically. While users may be able to manage updates to some content, if an update is needed to fix a critical security vulnerability, it may be completed regardless of the user's update settings or device. If content was initially downloaded from Google Play/App Store, updates from other app stores may be prevented or generate a warning. Herogram has no obligation to support previous app versions upon the release of updates, supplements, or subsequent versions.
- 5.6. Access: The User is responsible for obtaining, at their own expense, all necessary equipment, internet connections, devices, and service plans required to access and use the Herogram Apps. If the User accesses the Herogram Apps using a mobile network, they may be subject to messaging, data, and other fees from their network or roaming provider. All fees charged for using the Herogram App from the User's device are their sole responsibility. The User's network provider may restrict, forbid, or limit their ability to download, install, or use specific Herogram Apps, and not all Herogram Apps may be compatible with the User's device or network provider. Herogram does not guarantee that the Herogram Apps are compatible with all hardware or cellular service packages. Herogram makes no representations or warranties that the Herogram Apps are suitable or accessible for use in any specific location or that they are available in all languages. The User must keep their account information confidential and not share it with anyone. The User must not collect or gather any personal data from any User of the Apple App Store and/or Google Play or any User of other Apple and/or Google Services via Apple App Store/Google Play, including account names.
- 5.7. The Herogram Apps are available for purchase from mobile platform owners, such as Apple or Google, or via in-app purchase. Payment for such purchases may be processed by third-party payment processors acting on behalf of Herogram or directly by the mobile platform owner. It is important to note that specific countries have laws providing consumers with a right to cancel online purchases within a certain number of days after the purchase, such as European Union residents. Therefore, your right to cancel in-app purchases will depend on the country you reside in, and failure to comply with local laws regulating the right to cancel may be subject to the mobile platform owner's terms. It is recommended that you review the mobile platform owner's terms before making any purchases. Information regarding cancelling orders and obtaining refunds can be found on the website of the third-party re-seller from whom you purchased the app, such as the Apple App Store or Google Play. If you download Herogram Apps directly from Herogram and you are a resident of the European Union or your local law regulates the right to cancel, you agree to waive your cancellation and refund right once the download or relevant purchase is made. If you are not a resident of the European Union and your local laws do not regulate mandatory laws otherwise, you will have no right to cancel

purchases made if you download Herogram Apps directly. This applies to subscriptions and in-app purchases, and is also subject to the provisions of Article 13 of the Agreement.

- 5.8. It is your responsibility to promptly check the Herogram Apps to make sure that they are functioning as described and to inform us or the Google Play/App Store of any errors or defects that you may find. If you fail to comply with the terms of this Agreement and any other relevant documents, Herogram may terminate this Agreement and you will be required to uninstall or remove the Herogram Apps. Please also refer to the provisions of Article 14 of this Agreement.

6. THIRD-PARTY PARTNERS

- 6.1. The Herogram Apps provide you with a variety of features, functionalities, and other services that may be subject to change over time. These are collectively referred to as the "Herogram Apps Functions," and they are provided by both Herogram and third-party suppliers. These third-party suppliers may offer content and/or services in collaboration with or through the Herogram Apps, and are referred to as "Third Party Partners."
- 6.2. The Herogram Apps may incorporate or be linked to third-party services, advertising, feeds, and content. If the User installs the Herogram App with such third-party services and content, these services and content are governed by the terms of service and privacy policies of the relevant Third-Party Partners. Such policies and terms of service can be found on their websites. It is important to note that Herogram has no control over these websites and resources. The User acknowledges and agrees that Herogram will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Content, goods, or services available on or through any such website or resource. Herogram will not be involved or responsible for monitoring any transaction between the User and the Third-Party Partners.
- 6.3. Access to Third Party Services and Content through Herogram Apps: The Content available through the Herogram Apps, including services, advertising, feeds, and data, whether publicly available or privately transmitted, is the sole responsibility of the entity or person who created it. By using Herogram Apps, you, as the User, agree and acknowledge that you may come across Content that may be offensive, indecent, or objectionable in your community. You assume all risks associated with using any Content, including any reliance on its accuracy or completeness. Herogram will not be responsible for any Content created by or originating from entities other than Herogram, including but not limited to, any errors or omissions in any such Content, or any loss or damage resulting from the transmission, sharing, or posting of such Content through Herogram Apps.

7. SECURITY

- 7.1. The Herogram Apps, like other technologies in the market, may not provide complete security. By agreeing to this Agreement, you acknowledge and accept that the Herogram Apps, as well as any information you share or download via them, may be vulnerable to unauthorized access, interception, corruption, damage or misuse. Therefore, the Herogram Apps cannot guarantee 100% security.

- 7.2. You acknowledge and agree that you are responsible for the security of your mobile device and any risks associated with the use of the Herogram Apps. You assume all responsibility for any damages that may result from unauthorized access, interception, corruption, damage or misuse of the app or information transmitted through it. It is your responsibility to protect your mobile device from unauthorized access and cyber-attacks, including the use of complex password protection. You acknowledge that Herogram is not responsible for any unauthorized access to your mobile device or any data stored on the app.
- 7.3. To ensure your protection against security threats such as malicious third-party software and harmful URLs, Google may collect information about your device's network connections, operating system, and installed apps through Google Play or other sources. This helps Google to identify and prevent hazardous apps or URLs from being installed on your device and alert you accordingly. Even if you choose to disable some of these protections in your device settings, Google may still receive information about apps installed via Google Play and analyze apps installed from other sources for security issues without transmitting this information to Google.

8. REGISTRATION AND PASSWORDS

- 8.1. While some of the Herogram Apps do not require registration, certain apps may provide the option or require you to create an account to gain access to additional features or functionalities. This process is called Registration and will be communicated to you when you attempt to use those particular apps. It is important to note that any registration required by Third-Party Partners is not covered by this Agreement, and you should refer to the relevant Third-Party Partners' website for their policies.
- 8.2. You are solely responsible for maintaining the confidentiality and security of any password and ID combination issued or chosen by you. It is your responsibility to ensure that your password(s) and ID(s) are kept confidential and secure. Any transactions made using your account, opened, held, accessed, or utilized with your password and ID are your responsibility. If there is any unauthorized use of your account or a security breach, it must be reported to us immediately, and you must confirm it in writing. This includes, but is not limited to, any loss, theft, leak, or unauthorized use of your password(s), ID(s), or any connected account. We reserve the right to suspend or terminate your account, deny any and all current or future use of the services, and seek any necessary legal remedies if we have good reason to believe that the security of your password and/or ID has been compromised. We are not responsible for any losses resulting from the misuse of any password or ID.
- 8.3. If you provide any information in connection with your Registration, you must ensure that it is accurate, complete, and up-to-date. If we suspect that the information you provided is inaccurate, incomplete, or outdated, we reserve the right to suspend or terminate your use of the Herogram App and pursue legal action if necessary. By providing us with information, you agree that we may use it for the purposes outlined in this Agreement and as described in our Privacy Policy to further enhance your use of the Herogram App and our services.

- 8.4. The Ask Brain2 App offers basic functions and services to users without requiring registration. However, users may choose to register and access additional features and services by using authentication methods provided by Third-Party Partners, such as Google, Apple, and email accounts. Users are solely responsible for ensuring the security of their access tools and keeping them away from third-party use, and any transactions made through their authenticated account are deemed to be made by the user themselves. Herogram is not responsible for any damages incurred by users or third parties due to negligence or faults related to security, storage, and use of the user's access tools. Registered users may access certain features, such as publishing materials for others to see, which are not available to non-registered users. Users must acknowledge that without registering according to this provision, they will not be able to access certain features provided to registered users.

9. **UNINSTALL AND REMOVING OF THE HEROGRAM APPS**

The process for uninstalling and removing the Herogram Apps may differ depending on the type of device you have. To uninstall and remove the apps, we suggest utilizing the application manager that is available on your device. If you require further assistance, please refer to your device manual for more information.

10. **CONSENT TO USE OF DATA AND USER REVIEWS**

- 10.1. By using the Herogram Apps, you consent to the collection and utilization of technical data and related information. This includes but is not limited to information about your device, system, application software, and peripherals, which is periodically gathered to facilitate the provision of software updates, product support, and other related services to you (if any). The information collected will be used in accordance with our Privacy Policy.
- 10.2. If you decide to leave a review for the Herogram Apps on any social media platform or communication channel, please note that the information you provide may become public, including your username. If you do not want us to use your review for promotional purposes, please send your request to support@herogram.app, and include your name, mailing address, and email address. Please do not include sensitive information such as passwords, social security numbers, national ID numbers, or payment card details when using these features for security reasons. We reserve the right to monitor messages and communications between users for security and training purposes, but are not obliged to do so. We also reserve the right to remove any inappropriate content.
- 10.3. If you download the Herogram Apps through Google Play or App Store, please be aware that, posting reviews shall be subject to the relevant virtual store's policies.

11. **INTELLECTUAL PROPERTY RIGHTS**

- 11.1. Herogram is the exclusive owner of all products, services, projects, and documents used in connection with the Herogram Apps and Herogram Services, including but not limited to visuals, texts, bulletins, slogans, videos, designs, know-how, business data, illustrations, databases, system flow data, logos, emblems, and data. Additionally, Herogram is the owner of intellectual

property rights such as Herogram trademarks and trade dressings, flows, source codes, researches, codes, methods, statistical figures, financial and moral rights, and all other intellectual property rights relating to the preparation and supply of the Herogram Services under the United Arab Emirates' Consumer Protection Law (Federal Law No. 24 of 2006) and other applicable legislation. The User agrees not to engage in reverse engineering or attempt to acquire the source code of the Herogram Apps, violate network security or crack encryption codes, send SPAM mail, or load malicious software. Any losses incurred by Herogram or third parties as a result of such actions shall be the User's responsibility.

- 11.2. To clarify, "intellectual property rights" refer to all rights recognized in any country or jurisdiction under patent, trademark, copyright, trade secret laws, or any other intellectual or proprietary rights, including moral or similar rights. The User is not permitted to remove or modify any copyright, trademark, or other proprietary rights notices displayed on or within the Herogram Apps by Herogram or Third-Party Partners. It should be noted that all rights not explicitly granted hereunder are reserved to Herogram and its licensors. Without our prior written consent, the User is not granted a license or right to use any of our trade names, trademarks, or service marks.
- 11.3. Unless otherwise agreed upon by Herogram and the User, Herogram grants worldwide, indefinite, and exclusive rights to use any related Herogram Services. Herogram retains the right to determine ownership and usage of intellectual property rights. If different terms are suggested by Herogram, they should be communicated to the User before the Herogram Service is used or before operations for the Herogram Service commence.
- 11.4. The User assumes full responsibility for any content they provide, submit, or display, or any adaptations of works created through the use of the Herogram Apps. The User must ensure that any such content, including photos, texts, documents, videos, and music files, complies with the law and does not infringe on any rights, including copyright or other intellectual property rights of Herogram, other Users, or any third parties. It is important to note that the User affirms and warrants that they have legal rights to any data, information, or content they use, and such use does not breach any laws or third-party rights. The User also agrees to indemnify Herogram and third parties for any damages that may result from their use of data, information, or content for which they do not have legal rights.
- 11.5. Herogram acknowledges the intellectual property rights of copyright holders and expects its users to do the same. Herogram will take appropriate measures to remove any content that violates the rights of others to copy. Herogram may also disable the access to its services for any user who frequently infringes on the intellectual property rights of others using the Herogram Apps or other services.
- 11.6. Herogram reserves the right to remove objectionable content, which includes but is not limited to content that violates any applicable laws or regulations, is harmful, threatening, abusive, harassing, tortuous, defamatory or libelous, advocates hate crimes or discrimination, or that may harm minors in any way. Additionally, private information such as phone numbers, addresses, or

Social Security numbers should not be shared. Content that is vulgar, offensive, obscene, pornographic, or contains spam, chain letters, pyramid schemes, malicious software, or computer viruses is also prohibited. Users agree not to use Herogram Apps for any purpose that violates any laws or regulations, harms minors, generates or disseminates false or personal information, defames or harasses others, discriminates against individuals or groups based on legally protected characteristics or categories, or provides medical advice or interpretation of medical results. Additionally, the use of Herogram Apps is prohibited for any purpose intended to exploit the vulnerabilities of a specific group of persons, or for administration of justice, law enforcement, immigration or asylum processes, such as predicting an individual will commit fraud or crime.

- 11.7. Herogram cannot screen or monitor all information submitted through the Herogram Apps, but by using the service, users give consent for representatives of Herogram to monitor any content submitted. Users should understand that submitting content does not guarantee privacy. Herogram reserves the right to refuse, edit, modify, or remove any content as it sees fit.
- 11.8. Users are not permitted to use stream-ripping, stream capture, or similar software to record or copy any content or in-app features presented in streaming format through Google Play or the Herogram Apps. Furthermore, users may not remove watermarks, labels, or other legal or proprietary notices included in any content or features. Any attempt to modify content obtained through Google Play or the Herogram Apps for the purpose of disguising or changing ownership or source indications is also prohibited.
- 11.9. Herogram may terminate a user's access to the Herogram Apps if the user is found to be a repeat infringer under the above provisions.

12. RIGHTS INFRINGEMENTS

- 12.1. Confidentiality, intellectual property rights, including copyrights, and personal data are of utmost importance to Herogram, and we prioritize transparency regarding these matters. By using Herogram Apps, Users agree to comply with the principles outlined in this Agreement and other materials provided by Herogram. Users must ensure that they only upload materials they have produced or have been authorized to use on Herogram Apps. Additionally, Users must not infringe on the rights of other Users under this Agreement.
- 12.2. If you believe in good faith that materials transmitted or created through Ask Brain2 App infringe your copyright, personal right, or privacy, you can submit an infringement form to Herogram requesting the removal of the material or blocking access to it.

13. IN-APP PURCHASE AND PAYMENT

- 13.1. The Herogram Apps will be available worldwide through the Apple App Store and/or Google Play, with some features and limitations only accessible through in-app purchases. If you wish to use these paid features, you must make a payment before accessing them. In-app purchases are available on a weekly, monthly, quarterly, semi-annual, or annual basis and are automatically renewed by the Apple App Store and/or Google Play until canceled by you. The

Apple App Store and/or Google Play will send a renewal reminder email with a hyperlink to the subscription management process before renewal. Payments for in-app purchases will be processed by the Apple App Store and/or Google Play from which you originally downloaded the application, and you can view the relevant in-app purchase rules and policies directly from the Apple App Store and/or Google Play. You understand and agree that it is your responsibility to manage your in-app purchases and monitor the amount spent on in-app purchases within the Herogram Apps.

- 13.2. Please note that to purchase content or the Herogram Apps through Google Play, you must have a Google Payments account and agree to the Google Payments Terms and Terms of Service. Each time you use your Google Payments account to purchase content, the Google Payments Privacy Notice will apply. You are responsible for all payments related to purchases made through your Google Payments account. Additionally, Google may offer alternative payment processing options outside of Google Payments to simplify your purchases through Google Play. You must comply with the relevant terms and conditions or other legal agreement that governs your use of any payment processing method, whether with Google or a third party. Google may add or remove payment processing methods at its discretion. You are solely responsible for all amounts payable associated with any purchases you make on Google Play.
- 13.3. To determine your eligibility to bill purchases of content or the Herogram Apps to your network provider's account, Google Play will send your device's identifiers to your network provider when you create a Google Play account on a device. You must accept the network provider's terms of service to allow this. The network provider may send us your billing address information. Google Play will hold and use this information in accordance with Google's Privacy Policies and Google Payments Privacy Notice.
- 13.4. If you are under 18, you must have your parents' or legal guardians' permission to make any in-app purchases. By completing an in-app purchase, you confirm that you have all necessary permission to make that purchase. If you are a parent or legal guardian of someone under the age of 18, we recommend that you consider any parental control that may be provided by the Apple App Store and/or Google Play if you are concerned that your child may make excessive in-app purchases.
- 13.5. Herogram wishes to make it clear that in-app purchases are made from and billed by the Apple App Store or Google Play, not by Herogram. Any purchases made are subject to the terms and conditions of the respective app store. If you have any billing or refund inquiries, please contact the Apple App Store and/or Google Play directly, as Herogram does not have access to these accounts and transactions.
- 13.6. In the event that an in-app purchase is not downloaded successfully or does not work once it has been downloaded, we will investigate the reason for the fault after being notified by you. We will then decide whether to provide you with a replacement in-app purchase or issue you with a patch to repair the fault. We will not charge you any additional fees to replace or repair the in-app purchase. If we are unable to replace or repair the in-app purchase or do so within a

reasonable period of time and without significant inconvenience to you, we will authorize the Apple App Store and/or Google Play to refund you an amount up to the cost of the relevant in-app purchase. If you wish to request a refund, you may contact the Apple App Store and/or Google Play directly.

- 13.7. It is acknowledged and agreed that the Apple App Store and/or Google Play, from whose platform you downloaded the Herogram Apps, are solely responsible for handling all billing and transaction processes related to the app. The terms and conditions/end user license agreement of the Apple App Store and/or Google Play shall govern these processes. In the event of any payment-related issues with in-app purchases, it is advised to directly contact the Apple App Store and/or Google Play.

14. **TERM AND TERMINATION**

- 14.1. TThis Agreement will take effect on the date of approval and will remain in force as long as the User continues to use the Ask Brain2 App. It will continue to be legally effective and operative between Herogram and the User.
- 14.2. Under any circumstances where the User breaches this Agreement or any other agreements or rules applicable to different services offered over the Apple App Store and/or Google Play, Herogram may unilaterally terminate this Agreement without any obligation of compensation and further notice. Specifically, this includes if the User manipulates the operation of the Herogram Apps using any method, violates the provisions of this Agreement or any other agreements to be executed over the Apple App Store and/or Google Play, or violates third party rights. Additionally, if the data, contents, visuals, texts and articles shared with Ask Brain2 App by the User have an unlawful element or are posted for unlawful or immoral purposes, Herogram may terminate the Agreement.
- 14.3. The User agrees that Herogram will not be liable to the User or any third-party for any termination or disabling of the Herogram Apps. Upon termination of this Agreement, the User must immediately stop using the Ask Brain2 App and uninstall, remove or destroy all copies of the Ask Brain2 App in their possession or control. However, the termination will not limit any of Herogram's other rights or remedies at law.

15. **INDEMNIFICATION**

- 15.1. You agree to hold harmless and indemnify Herogram, its affiliates, officers, directors, licensors, partners, shareholders, licensees, contractors, agents, attorneys, employees, and third-party service providers (collectively referred to as the "Indemnitees") from any and all claims, liabilities, costs, and expenses, including reasonable attorneys' fees (collectively, "Claims") that directly or indirectly result from your use of the Herogram Services, your information, or your breach of this Agreement.
- 15.2. You agree to assume sole responsibility for defending any Claims made against any Indemnatee, while granting the relevant Indemnatee the right to participate with counsel of its own choosing. Additionally, you agree to pay for any damages or losses arising from any Claims

against any Indemnitee. You will not agree to any settlement that imposes any obligation or liability on any Indemnitee without obtaining Herogram's prior express written consent.

16. WARRANTY DISCLAIMER

- 16.1. To the extent permitted by applicable law, Herogram Apps are provided to you "AS IS", "WITH ALL FAULTS" and "AS AVAILABLE", and you use them at your own risk. Subject to applicable law, Herogram, on behalf of itself and its affiliates, licensors, distributors, vendors, agents, and suppliers, expressly disclaims any and all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, non-infringement, and any other warranty arising from applicable legislation.
- 16.2. Herogram makes no warranty that the Herogram Apps will meet your requirements, be uninterrupted, timely, secure, or error-free, or that the results obtained from the use of the Herogram products will be accurate or reliable. Additionally, Herogram assumes no liability or responsibility for any property damage resulting from your use of the Herogram Apps, any unauthorized access to or use of our secure servers and/or any personal or financial information stored therein, any interruption or cessation of transmission to or from the Herogram Apps or servers, any bugs, viruses, Trojan horses, or other harmful content transmitted by any third party, or any errors or omissions in any content. Furthermore, Herogram will not be liable for any loss or damage of any kind incurred as a result of the use of any content posted, e-mailed, transmitted, or otherwise made available via the Herogram Apps.
- 16.3. The Herogram Apps may include a feature that allows you to record phone conversations on your Android or iOS device. However, it is important to note that some local, state, federal, and international laws prohibit the recording of third-party audio without the consent of all parties involved. It is your responsibility to comply with all applicable laws regarding call recording and obtaining any necessary consent. Please be aware that Herogram is not responsible for any failure to comply with local, state, federal, or international laws regarding third-party audio recording.
- 16.4. You should be aware that the use and performance of the Herogram Apps are at your own risk. Herogram explicitly disclaims all warranties regarding products and/or services provided by Third Party Partners. This warranty disclaimer is an essential part of this agreement.

17. LIMITATION OF LIABILITY

- 17.1. In accordance with applicable laws, it is understood and agreed that Herogram shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages. This includes, but is not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, resulting from: (i) the use or inability to use the Herogram Apps; (ii) unauthorized access to or alteration of your transmission or data; (iii) statements or conduct of any third party; or (iv) any other matter relating to Herogram.
- 17.2. Herogram's total liability to you for all damages, losses, and causes of action (whether in contract, tort or otherwise) shall not exceed the amount paid by you for accessing the Herogram

App. The aforementioned limitations will be applicable even if the stated remedy fails of its essential purpose.

18. FORCE MAJOR EVENT AND APPLICABLE LAW

- 18.1. In legal terms, if an event of force majeure occurs, Herogram will not be held liable for any failure to perform its obligations, whether incomplete or delayed, as agreed herein. Such failures will not be considered default or incomplete or faulty performance, and no compensation claim may be made against Herogram.
- 18.2. The term "force majeure events" in this agreement refers to any event that is beyond the reasonable control of Herogram and cannot be avoided despite reasonable care, including but not limited to acts of God, riots, insurrections, war, interruptions in communication, infrastructure and internet network failures, power failures, mobilization, strikes, fire, explosion, terrorism, cyber attacks, prolonged power outages, internet outages, computer viruses, legislative amendments, and adverse weather conditions.
- 18.3. In the event of a force majeure event, Herogram shall not be liable for any failure to perform its obligations under this Agreement, or for any delayed, incomplete, or faulty performance. The User shall not be entitled to claim default interest or indemnification from Herogram for any delayed, incomplete, or non-performance of any provision in this Agreement due to force majeure events.
- 18.4. This Agreement and legal relations arising hereunder shall be governed and construed as per laws in Dubai Free Zone, Dubai, United Arab Emirates. Emirati Courts (Dubai, United Arab Emirates Courts and Execution Offices)) shall have jurisdiction over any actual or potential dispute arising from this Agreement. To the maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to such jurisdiction and venue.

19. ENTIRE AGREEMENT AND SEVERABILITY

- 19.1. This Agreement governs your use of the Ask Brain2 App and Services, and constitutes the entire agreement between you and Herogram regarding this subject matter, replacing any prior or contemporaneous understandings.
- 19.2. Any changes to this Agreement must be made in writing and signed by Herogram to be valid. Herogram's failure to enforce any rights granted or take action against a breach of this Agreement by either party does not constitute a waiver of its right to enforce such rights or take future actions in case of breaches.
- 19.3. This Agreement may be translated for local requirements, but in case of a conflict between the English version and any non-English version, the English version shall prevail to the extent not prohibited by law.

- 19.4. If any provision of this Agreement is declared void or unenforceable in a particular situation by any judicial or administrative authority, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law, and the provision in question shall be interpreted and enforced to the maximum extent legally permissible in order to effectuate the original intent. If no such interpretation or enforcement is legally permissible, the offending provision shall be deemed severed from this Agreement.