

Platform Terms of Service and End User License Agreement

This Platform Terms of Service and End User License Agreement ("**Agreement**") is a binding agreement between you ("**End User**" or "**you**") and Virtual Music Ensemble Technologies ("**VMET**" or "**Company**"). This Agreement governs your use of the OPUS Software/Application (including all related documentation, the "**Platform**"). The Application is licensed, not sold, to you.

1. End User's Relationship with VMET. Welcome to OPUS (the "Platform"), which is provided by Virtual Music Ensemble Technologies ("VMET") in the United States.

You are reading the terms of service (the "Terms"), which govern the relationship and serve as an agreement between you and VMET and set forth the terms and conditions by which you may access and use the Platform and our related websites, services, applications, products and content (collectively, the "Services"). Access to certain Services or features of the Services (such as, by way of example and not limitation, the ability to submit or share User Content (defined below)) may be subject to restrictions.

These Terms form a legally binding agreement between you and VMET. Please take the time to read these Terms carefully. If you are under age 18, you may only use the Services with the consent of your parent or legal guardian. Please be sure your parent or legal guardian has reviewed and discussed these Terms with you. If you are a parent or guardian of a user under the age of 18, by allowing your child to use the Platform and/or Services you are subject to these Terms and responsible for your child's activity on the Platform and/or Service.

2. Accepting the Terms. By accessing or using our Services, you confirm that you can form a binding contract with VMET, that you accept these Terms, and that you agree to comply with them. More particularly, BY DOWNLOADING, INSTALLING, AND USING THE PLATFORM AND/OR SERVICES AND BY CLICKING THE "AGREE" BUTTON, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER OR ARE THE CONSENTING PARENT/GUARDIAN OF A USER UNDER THE AGE OF 18 YEARS; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, OR USE THE PLATFORM AND/OR SERVICES AND DELETE ALL FORMS OF THE SAME FROM YOUR DEVICE.

Your access to and use of our Platform and/or Services is also subject to our PRIVACY POLICY (found in Exhibit A), the terms of which can be found directly on the Platform, or where the Platform is made available for download, on your mobile device's applicable app store, and are incorporated herein by reference. By using the Platform and/or Services, you consent to the terms of the PRIVACY POLICY (found in Exhibit A).

If you are accessing or using the Services on behalf of a business or entity, then (a) "you" and "your" includes you and that business or entity, (b) you represent and warrant that you are an

authorized representative of the business or entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf, and (c) your business or entity is legally and financially responsible for your access or use of the Services as well as for the access or use of your account by others affiliated with your entity, including any employees, agents or contractors.

You can accept the Terms by 1) clicking agree; and/or 2) by accessing or using our Services. You understand and agree that we will treat your access or use of the Platform and/or Services as acceptance of the Terms from that point onwards. BY DOWNLOADING, INSTALLING, USING, AND/OR ACCESSING THE PLATFORM AND/OR SERVICES and/or BY CLICKING THE "AGREE" BUTTON, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER OR ARE THE PARENT/GUARDIAN OF A USER UNDER THE AGE OF 18 YEARS; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, OR USE THE APPLICATION AND DELETE ALL FORMS OF THE SAME FROM YOUR DEVICE.

You should save a hard copy or a local electronic copy of these Terms for your records.

Some software used in the Platform and/or Services may be offered under an open source license that VMET makes available to you. Each item of open source software is subject to its own applicable license terms, and as such, there may be provisions in an open source license that expressly override some of these Terms, so please be sure to read those licenses.

3. Changes to the Terms of Use. VMET may amend these Terms from time-to-time, for instance when VMET updates the functionality of our Platform and/or Services, when VMET combines multiple Applications or services operated by VMET or its affiliates into a single combined service or Application or when there are regulatory changes.

VMET will use commercially reasonable efforts to generally notify all users of any material changes to these Terms, such as through a notice on our Platform, however, you should look at the Terms regularly to check for such changes. We will also update the "Last Updated" date at the top of these Terms, which reflect the effective date of such Terms. Your continued access or use of the Services after the date of the new Terms constitutes your acceptance of the new Terms. If you do not agree to the new Terms, you must stop accessing or using the Services and/or the Platform and delete all forms of the same from your computer or mobile device.

4. Updates to the Platform and Services. VMET may from time-to-time in its sole discretion develop and provide updates to the Platform and Services, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that VMET has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Device settings, when your Device is connected to the internet either:

- (a) the Platform and/or Services, such as a mobile application, will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Platform and/or Services or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Platform and/or Services and be subject to all terms and conditions of this Agreement.

5. Your Account. To access or use some of our Services and portions of our Platform, you must create an account with us. When you create this account, you must provide accurate and up-to-date information. It is important that you maintain and promptly update your details and any other information you provide to us, to keep such information current and complete.

It is important that you keep your account password confidential and that you do not disclose it to any third party. If you know or suspect that any third party knows your password or has accessed your account, or there has been another form of breach of security or unauthorized use of your account, you must promptly notify us at support@vmet.ai.

You agree that you are solely responsible (to VMET and to others) for the activity that occurs under your account, with or without permission. Further, you may never sign on under another user's account without permission. To the maximum extent allowed by applicable law, VMET will not be liable for any losses caused to you by any unauthorized use of your account. However, you may be liable for the losses of VMET or other parties due to such unauthorized use.

(a) Account Suspension & Termination.

(i) Terminations by You. End Users may stop using the Platform and/or Services at any time. Such stopping of use includes the deletion of your account, your User Content, and removal of the Platform and/or services from all of your devices. End Users also have the option to make a copy of Account data and User Content before removing it. If you choose to delete your account, you will not be able to reactivate your account or retrieve any of the content or information you have added.

(ii) Terminations and Suspensions by VMET. VMET may terminate your access to the Platform and/or Services and disable your account at any time, including if you have failed to comply with any of the provisions of these Terms, or if activities occur on your account which, in our sole discretion, would or might cause damage to or impair the Services or infringe or violate any third party rights, or violate any applicable laws or regulations; or VMET is required to disable your account to comply with a court order.

6. Collection and Use of Your Information. You acknowledge that when you download, install, or use the Platform and/or Services, that VMET may use automatic means

(including, for example, cookies and web beacons) to collect information about you, your device, your Mobile Device, and about your use of the Platform and/or Services.

You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Platform and/or Services or certain of its features or functionality, and the Platform and Services may provide you with opportunities to share information about yourself with others.

All information VMET collects through or in connection with the Platform and/or Services is subject to our PRIVACY POLICY (found in Exhibit A). By downloading, installing, using, and providing information to or through this Platform and/or Services, you consent to all actions taken by us with respect to your information in compliance with the PRIVACY POLICY (found in Exhibit A).

7. California Consumer Rights Notice. Under California Civil Code Section 1789.3, California users of the Services receive the following specific consumer rights notice: If you have a question or complaint regarding the Platform and/or Services, please contact us. California residents may also reach The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

8. Third-Party Materials. The Platform and/or Services may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or contain links to websites, social media platforms, mobile apps, and other products and services (“Third-Party Materials”) that are not owned or controlled by VMET. In most cases, links to third-party websites are provided solely as pointers to information on topics that may be useful to our users. As such, you may be able to connect with these Third Parties through the Platform and/or Services, but this does not mean that VMET endorses, monitors or has any control over these Third Parties or their activities, which are subject to separate terms of use and privacy policies.

VMET has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any Third-Party Site and you interact with Third-Party Sites at your own risk. You acknowledge and agree that VMET is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. In addition, VMET will not and cannot censor or edit the content of any Third-Party Site. By clicking on links, you expressly relieve VMET from any and all liability arising from your use of any third-party site, or from the content of any third-party site. Accordingly, VMET encourages you to be aware of instances, when you leave the Platform and/or Services, and upon leaving encourage you to read the terms and conditions and privacy policy of each Third-Party Site that you visit.

9. End User Access to and Use of Platform and/or Services. End User access to and use of the Services is subject to these Terms and all applicable laws and regulations.

(a) **Reservation of Rights.** You acknowledge and agree that the Platform and/or Services are provided under license, and not sold, to you. You do not acquire any

ownership interest in the Platform and/or Services under this Agreement, or any other rights thereto other than to use the Platform and/or Services in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement.

VMET reserves and shall retain its entire right, title, and interest in and to the Platform and Services, and any VMET Content, including all intellectual property rights as detailed in Sections 10 and 11 relating thereto, except as expressly granted to you in this Agreement.

(b) **License Grant.** Subject to the terms of this Agreement, VMET grants you a limited, non-exclusive, nontransferable, and non-sublicensable and revocable license to:

(i) Access the Platform and/ or Services and the VMET Content contained therein on a permitted device, solely for your personal, non-commercial use., including the right to:

(A) Download, install, access, stream, and use the Platform and/or Services on a permitted device. To the extent a mobile application or other portion of the Platform is downloaded, the same shall be downloaded and used on a single electronic or mobile device, such as a smartphone, tablet, etc., that is owned or otherwise controlled by you ("Mobile Device") strictly in accordance with the Platform's documentation.

(B) Download, install, access, stream, and use the Platform and/or Services on a permitted device. To the extent that Platform and/or Services including the VMET Content contained therein (as defined in Section 11) or otherwise made available in or otherwise accessible through the Platform and are accessed, streamed, downloaded, and used on a Mobile Device, such access, streaming, downloading, and use are strictly in accordance with this these Terms of Use.

(c) **License Restrictions.** You shall not:

(i) Access or use the Platform and/or Services if you are not fully able and legally competent to agree to these Terms or are not authorized to use the Services by your parent or legal guardian;

(ii) Disparage the Platform, Services, or any portion thereof while the same are under revision, development, etc., including initial Beta versions of the Platform and Services. For the purposes of this Section, “disparage” shall mean any negative statement to a third party, whether written or oral, regarding the Platform and/or Services;

(iii) Register for more than one account or register for an account on behalf of an individual other than yourself or on behalf of any group or entity;

(iv) Make unauthorized copies of the Platform or Services except as expressly permitted by this license;

(v) Modify, adapt, translate, or otherwise create any derivative works or improvements of the Platform, Services, any portion thereof or any content included therein, including any files, tables or documentation (or any portion thereof), whether or not patentable, copyrightable, or otherwise protectable.

(vi) Reverse engineer, disassemble, decompile, or determine or attempt to determine, derive or gain access to any source code, algorithms, methods or techniques embodied by the Platform and Services or any derivative works thereof;

(vii) Distribute, license, transfer, lend, sell, sublicense, assign, distribute, publish, or otherwise make available the Platform and Services, any derivative works thereof, or any features or functionality thereof, to any third party for any reason outside of the terms of this license;

(viii) Market, rent, lease, or sell the Platform and Services for a fee or charge, or use the Platform and Services to advertise or perform any commercial solicitation;

(ix) Use the Platform and/or Services, without VMET's express written consent, for any commercial or unauthorized purpose, including:

(A) communicating or facilitating any commercial advertisement or solicitation or spamming;

(B) sale of access to the Platform and/or Services on another website or platform;

(C) use of the Platform or its related services for the primary purpose of gaining advertising or subscription revenue;

(D) sale of advertising, on the Platform or any third-party website, targeted to the Content of the Platform; and

(E) Any use of the Platform or its related services that VMET finds, in its sole discretion, to use VMET's resources with the effect of competing with or displacing the market for the Content of the Platform or any products or services featured on the Platform.

(x) Use the Platform and/or Services to upload, transmit, distribute, store or otherwise make available in any way: files that contain viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful; any unsolicited or unauthorized advertising, solicitations, promotional materials; any private information of any third party, including addresses, phone numbers, email addresses, number and feature in the personal identity document (e.g., National Insurance numbers, passport numbers) or credit card numbers; any material which does or may infringe any copyright, trademark or other intellectual property or privacy rights of any other person; any material which is defamatory of any person, obscene, offensive, pornographic, hateful or inflammatory; any

material that would constitute, encourage or provide instructions for a criminal offence, dangerous activities or self-harm; any material that is deliberately designed to provoke or antagonize people, especially trolling and bullying, or is intended to harass, harm, hurt, scare, distress, embarrass or upset people; any material that contains a threat of any kind, including threats of physical violence; any material that is racist or discriminatory, including discrimination on the basis of someone's race, religion, age, gender, disability or sexuality; any answers, responses, comments, opinions, analysis or recommendations that you are not properly licensed or otherwise qualified to provide; or material that, in the sole judgment of VMET is objectionable or which restricts or inhibits any other person from using the Platform and/or Services, or which may expose VMET, the Platform and/or Services or its users to any harm or liability of any type.

(xi) Remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Platform and/or Services.

(xii) Interfere with or attempt to interfere with the proper working of the Platform and/or Services, disrupt our Platform, website or any networks connected to the Platform and/or Services, or bypass any measures we may use to prevent or restrict access to the Platform and/or Services;

(xiii) Incorporate the Services or any portion thereof into any other program or product. In such case, we reserve the right to refuse service, terminate accounts or limit access to the Services in our sole discretion;

(xiv) Use automated scripts to collect information from or otherwise interact with the Platform and/or Services;

(xv) Impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from the Platform and/or Services;

(xvi) Intimidate or harass another, or promote sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

(xvii) Use or attempt to use another's account, service or system without authorization from VMET, or create a false identity on the Platform and/or Services;

(xviii) Use the Platform and/or Services in a manner that may create a conflict of interest or undermine the purposes of the Platform and/or Services;

(xix) Remove, delete, alter, or obscure any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Platform and/or Services, including any copy thereof; or

(xx) Remove, delete, alter, or obscure any trademark or copyright marking on any content or final audio/video production made using the Platform and/or Services.

You further agree not to circumvent, disable or otherwise interfere with security-related features of the Platform or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Platform or the Content therein. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Platform in a manner that sends more request messages to the Platform servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line Web browser or mobile device.

You agree not to use this Platform or its Content for any illegal or prohibited purpose, or in any manner that could damage, disable, overburden or impair the Platform, Services, Content or any of its servers, or interfere with any other party's use of the Platform or Content. You agree that you shall not attempt to gain any unauthorized access to the Platform or Content, through VMET's password mining, hacking or any other means, or harvest or otherwise collect information about others, including but not limited to, personally identifiable information such as account names and e-mail addresses, nor to use the communication systems provided by the Platform (e.g. comments, email) for any commercial solicitation purposes. You further agree that you will not attempt to obtain any Content not intentionally made available to you at this Platform. You shall not upload any files that contain Trojan horses, viruses, cancelbots, corrupted files, worms, or other programs or software that may damage or interrupt the websites, computers or software of VMET or other users.

VMET reserves all rights not expressly contained herein in the Platform and/or Services and the VMET Content contained therein. VMET reserves the right, at any time and without prior notice, to remove or disable access to content at our discretion for any reason or no reason. Some of the reasons we may remove or disable access to content may include finding the content objectionable, in violation of these Terms or PRIVACY POLICY (found in Exhibit A), or otherwise harmful to the Services or our users.

(d) **Unlicensed Use**. For any user not authorized by formal agreement to license and utilize the Platform and Services, the following usage policies apply, and are subject to audit by VMET at any time to determine total usage. Unlicensed use is defined as the use of the Platform and Services outside of the term of a formal agreement. Unlicensed usage of the Platform and Services will incur a monthly usage fee of \$100 per month.

10. Intellectual Property Rights. VMET respects the intellectual property rights of others and asks that our End Users do the same. VMET does not endorse any User Submission, or any opinion, recommendation, or advice expressed therein, and VMET expressly disclaims any and all liability in connection with User Content and Submissions. VMET does not permit copyright and/or trademark infringing activities or infringement of intellectual property rights on its Platform and will remove all User Content and User Submissions if properly notified that such User Content or User Submission infringes on another's intellectual property rights. VMET reserves the right to remove User Content and User Submissions without prior notice.

As a condition of your access to and use of the Platform and/or Services, you agree to the following policies:

(a) **Copyright.** Copyright is a legal right that protects original works of authorship (e.g., music, videos, performances, etc.). Generally, copyright protects an original expression of an idea but does not protect underlying ideas or facts. VMET does not allow any content to be uploaded or otherwise associated with the Platform and/or Services that infringes a valid copyright. Any use of copyrighted content of others without proper authorization or a legally valid reason may lead to a violation. In some cases, you may be required to provide evidence to prove that you are entitled to use copyrighted content of others.

Any user content that infringes another person's copyright may be removed. Your account may be suspended or terminated for copyright violations in connection with your use of the Platform and/or Services.

(i) **Copyright Infringement Notification.** VMET does not permit copyright infringing activities and infringement of intellectual property rights on its Platform and will remove all User Content and User Submissions if properly notified that such User Content or User Submission infringes on another's intellectual property rights. VMET reserves the right to remove User Content and User Submissions without prior notice.

If you believe that content appearing on the Platform has copied your work in a way that constitutes copyright infringement, please provide VMET's copyright agent with the information specified below in the form of a "Notification of Alleged Infringement." It is VMET's policy to respond to clear Notifications of Alleged Infringement, and our policy is designed to make submitting Notifications of Alleged Infringement as straightforward as possible, while reducing the number of Notifications that we receive that are fraudulent or difficult to understand or verify.

If you are concerned about the removal of or blocked access to your content, please provide VMET's copyright agent with a "Counter-Notification." The process specified below is consistent with that provided under the Digital Millennium Copyright Act (the text of which can be found at the U.S. Copyright Office Website at <http://www.copyright.gov>).

(ii) **DMCA Notification of Alleged Copyright Infringement.** If you believe that any material on the Platform infringes upon any copyright that you own or control, you may file a copyright infringement notification with us. To file a copyright claim, please send a written notification to us via email at support@vmet.ai or via U.S. Postal mail: 416 S. 5th Ave., Ann Arbor, MI 48104.

In your notification please:

1. Identify the copyrighted work or works you claim has been infringed.

2. Identify the material on the Platform that you claim is infringing or is the subject of infringing activity and that is to be removed; please include information reasonably sufficient to permit us to locate the material.
3. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted.
4. Provide a statement that the information you have provided is accurate and that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.
5. Confirm you are the owner, or authorized to act on behalf of the owner, of the copyrighted work that has been infringed.
6. Provide your contact details, including an email address.

(iii) **DMCA Counter-Notification.** If you believe that your User Submission which was removed from our Platform in response to a Copyright Infringement Notification is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to law, to post and use the content in your User Submission, you may send a counter-notice to VMET containing the following information:

1. Identification of your User Submission which was removed.
2. A statement that you have a good faith belief that the content was removed as a result of a mistake or misidentification of the content.
3. Your name, address, telephone number and email address, Your physical or electronic signature.
4. A statement that you consent to the jurisdiction of the federal court in Michigan and a statement that you will accept service of process from the person who provided notification of the alleged infringement.



(b) **Trademarks.** A trademark is a word, symbol, slogan, design, or combination of any of the foregoing that identifies the source of a product or service and distinguishes it from other products or services.

VMET's policies prohibit any content that infringes on another person's trademark, e.g., using another person's trademark in a way that may mislead or confuse people to believe that you are affiliated with the trademark owner may be a violation of trademark rights. Any user content

that infringes another person's trademark may be removed. Your account may be suspended or terminated for trademark violations in connection with your use of the Platform and/or Services.

(c) **VMET's Intellectual Property.** The Content on the Platform, including without limitation, the text, software, scripts, code, design, images, graphics, photos, sounds, music, videos, applications, interactive features, articles, sketches, animations, stickers, general artwork, and the like ("Content") and the trademarks, service marks, and logos contained therein ("Marks"), are the property of VMET and/or its subsidiaries, affiliates, assigns, licensors, vendors, partners or other respective owners, and is subject to and protected by intellectual property rights under the law. VMET reserves all rights not expressly described in these Terms of Use.

The trademarks, names, slogans, logos, characters and service marks (collectively "Trademarks") displayed on our Platform belong to VMET or have been licensed to us. Nothing contained on our Platform and/or Services should be construed as granting any license or right to use, copy, display, distribute, modify, or reproduce any Trademarks displayed on our Platform and/or Services. Your use/misuse of the Trademarks displayed on our Platform, except as provided in these Terms of Use, is strictly prohibited. VMET will aggressively enforce its intellectual property rights to the fullest extent of the law. All rights not expressly granted herein are reserved. The Trademarks of VMET include, but are not limited to:

Virtual Music Ensemble Technologies
VMET
OPUS



In addition, all Platform and/or Services page headers, custom graphics, button icons, graphical user interfaces, and scripts are service marks, trademarks, and/or trade dress of VMET. You may not copy, imitate, or use these service marks, trademarks, and/or trade dress without the prior written consent of VMET.

The VMET Content (as described herein below) and the Platform and/or Services, generally, are subject to change or termination without notice. You must not delete or alter any copyright or other notice VMET places on any VMET Content. The VMET Content is owned by VMET or our licensors or other users and is protected by copyright, trademark, and other laws and regulations of the United States and foreign jurisdictions. To the extent that VMET approves the download or use of VMET Content comprised of copyrightable works, VMET grants you a limited, personal, non-transferrable, non-sublicensable, and revocable license to access, use, view, or download a single copy of, the VMET Content solely for your personal, non-commercial use. You do not acquire any ownership rights in the VMET Content (including any trademarks

or other intellectual property included in the VMET Content), VMET reserves the right to monitor your use and to alter or revoke this license or your access to the VMET Content at any time and for any reason. VMET reserves the right to take down any Content in violation of these terms or VMET's intellectual property rights. VMET allowing this limited use does not constitute a waiver of any of VMET's rights to the VMET Content.

Any unauthorized use of the VMET's intellectual property may constitute a breach of copyright, trademark or other intellectual property laws and may subject you to criminal or civil charges and penalties, or both, under applicable federal, state and local laws.

11. Content.

(a) **VMET Content.** As between you and VMET, all content, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music on and "look and feel" of the Platform and/or Services, and all intellectual property rights related thereto (the "VMET Content"), are either owned or licensed by VMET, it being understood that you or your licensors will own any User Content (as defined below) you upload or transmit through the Platform and/or Services. Use of the VMET Content or materials on the Platform and/or Services for any purpose not expressly permitted by these Terms is strictly prohibited. Such content may not be downloaded, copied, reproduced, modified, used to create derivative works, distributed, disseminated, transmitted, broadcast, displayed, sold, licensed, performed, published or otherwise exploited for any purpose whatsoever without VMET's or, where applicable, our licensors' prior written consent. VMET and its licensors reserve all rights not expressly granted in and to their content.

You acknowledge and agree that VMET may generate revenues, increase goodwill or otherwise increase its value from your use of the Platform and/or Services, including, by way of example and not limitation, through the sale of advertising, sponsorships, promotions, and usage data, and except as specifically permitted by us in these Terms or in another agreement you enter into with us, you will have no right to share in any such revenue, goodwill or value whatsoever. You further acknowledge that, except as specifically permitted by VMET in these Terms or in another agreement you enter into with us.

NO RIGHTS ARE LICENSED WITH RESPECT TO SOUND RECORDINGS AND THE MUSICAL WORKS EMBODIED THEREIN THAT ARE MADE AVAILABLE FROM OR THROUGH THE PLATFORM AND/OR SERVICE.

You acknowledge and agree that when you view content provided by others on the Platform and/or Services, you are doing so at your own risk. The content on our Platform and/or Services is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Platform and/or Services.

(b) **User-Generated Content and Information Sharing.** End Users of the Platform and/or Services may be permitted to upload, post, or transmit (such as via a stream) or otherwise make available content through the Platform and/or Services including, without limitation, any text, photographs, user videos, sound recordings and the musical works embodied

therein, including videos that incorporate locally stored sound recordings from your personal music library and ambient noise (“User Content”). Users of the Services may also extract all or any portion of User Content created by another user to produce additional User Content, including collaborative User Content with other users, that combine and intersperse User Content generated by more than one user. For example, the User Content may be stored on the Platform and/or Services and be used, recorded, and reproduced in synchronization or timed relation with audio and visual performances of other End Users created using the Platform and/or services.

You agree that any User Content you post, submit, upload, or otherwise transmit to the Platform and/or Services is governed by our PRIVACY POLICY (found in Exhibit A), but such User Content will not be considered or treated as confidential, other than as pursuant to the levels of access designated for the Platform and/or Service, to which you post, submit, upload, or otherwise transmit such User Content. Accordingly, you further acknowledge and understand others may see, read, use or re-transmit such User Content, pursuant to the levels of access designated for the Platform and/or Services to which you post, submit, upload, or otherwise transmit such User Content.

You may use your User Content to promote your business or artistic enterprise, and you shall retain ownership rights in your User Content. For example, VMET shall retain no copyright rights in connection with any audio and visual performances created and/or recorded using the Platform and/or Services, and End User shall retain all right and title to any audio or visual performances created using Platform and/or Services. However, VMET does require that you grant certain rights to VMET and other users of the Platform and/or Services. The below-listed licenses are granted by End User and are understood to continue in force for a commercially reasonable time period after you remove or delete the User Content from the Platform and/or Service.

(i) License to VMET. By using the Platform and/or Services and posting, uploading, or otherwise sharing User Content with the Platform and/or Services, End User grants VMET a non-exclusive, royalty-free, license to use and store the User Content (including to reproduce, distribute, prepare derivative works of, and display the User Content in connection with the Platform and/or Services, including for the promotion of the Platform/or Service. You further understand that VMET may retain, but not display, distribute, or perform, server copies of your audio or video files that have been removed or deleted.

You further grant VMET a royalty-free license to use your user name, image, voice, and likeness to identify you as the source of any of your User Content; provided, however, that your ability to provide an image, voice, and likeness may be subject to limitations due to age restrictions.

For the avoidance of doubt, the rights granted in the preceding paragraphs of this Section include, but are not limited to, the right to reproduce sound recordings (and make mechanical reproductions of the musical works embodied in such sound recordings), and publicly perform and communicate to the public sound recordings (and the musical works embodied therein), all on a royalty-free basis. This means that you are granting us the right to use your User Content without the obligation to pay royalties to any third party, including, but not limited to, a sound recording copyright owner (e.g., a record label), a

musical work copyright owner (e.g., a music publisher), a performing rights organization, a sound recording PRO, any unions or guilds, and engineers, producers or other royalty participants involved in the creation of User Content.

(ii) License to Other Users. By using the Platform and/or Services and posting, uploading, or otherwise sharing User Content with the Platform and/or Services, End User also grants each other designated user of the Platform and/or Services a non-exclusive, royalty-free, license to access your User Content through the Platform and/or Services and to use that User Content including to reproduce, distribute, prepare derivative works, and display as enabled by the Platform and/or Services (such as audio and/or video playback, or compilation with other User Content within the Platform and/or Services). For clarity, this license does not grant any rights or permissions for a User to make, use, or otherwise exploit your User Content independent of the Platform and/or Service without your consent.

The information and materials in the User Content, have not been verified or approved by VMET. The views expressed by other users on the Platform and/or Services do not represent VMET's views or values. VMET makes no representations, warranties or guarantees, whether express or implied, that any Content present on the Platform and/or Services (including User Content) is accurate, complete, or up-to-date. You acknowledge that we have no obligation to pre-screen, monitor, review, or edit any content posted by you and other users on the Services (including User Content).

Generally, as an End User of the Platform and/or Services you are responsible for the content you post, upload, or otherwise provide to the Platforms and/or Services, whether transmitted publicly or privately. If you choose to upload User Content, you must not submit any Content that does not comply with these Terms or United States Law. If you upload User Content or create additional User Content, e.g., collaborative User Content with other users, that combine and intersperse User Content generated by more than one user, to platforms or sites hosted by Third Parties, you must comply with the content guidelines set forth by the third-party site or platform, as well as comply with these Terms.

When you submit User Content through the Platform and/or Services, you agree and represent that you own that User Content, or you have received all necessary permissions, clearances from, or are authorized by, the owner of any part of the content to submit it to the Platform and/or Services, to transmit it from the Platform and/or Services to other third party platforms, and/or adopt any third party content. If you only own the rights in and to a sound recording, but not to the underlying musical works embodied in such sound recordings, then you must not post such sound recordings to the Services unless you have all permissions, clearances from, or are authorized by, the owner of any part of the User Content to submit it to the Platform and/or Services. Further, the User Content you post, upload, or otherwise submit must not include third-party intellectual property (such as copyrighted material) unless you have permission from third party or are otherwise legally entitled to do so. If you have questions about copyright law or trademark law, such as questions about whether your content or your use of another person's name, brand, composition, performance, etc. infringes or otherwise violates another person's rights, you may want to contact an attorney. You acknowledge that VMET may utilize automated systems

that analyze your User Content to help detect infringement and abuse, such as spam, malware, and illegal content.

End Users may remove User Content from the Platform and/or Services at any time. End Users also have the option to make a copy of User Content before removing it. User Content must be removed if the End User no longer has the rights and permissions required by these Terms.

If VMET reasonably believes that any Content is in breach of these Terms or may cause harm to VMET, other End Users, or third parties, VMET may remove or take down that User Content in its sole discretion. VMET will notify an End User with the reason for its action unless in order to do so VMET reasonably believes that it would: 1) breach the law or the direction of a legal enforcement authority or would otherwise risk legal liability; 2) compromise an investigation or integrity or operation of the Platform and/or Services; or 3) cause harm to any end user, other third party, or VMET.

12. Security. VMET does not guarantee that our Platform and/or Services will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs and devices to access our Platform and/or Services. You should use your own virus protection software.

13. Disclaimers.

(a) Warranty Disclaimer. NOTHING IN THESE TERMS SHALL AFFECT ANY STATUTORY RIGHTS THAT YOU CANNOT CONTRACTUALLY AGREE TO ALTER OR WAIVE AND ARE LEGALLY ALWAYS ENTITLED TO AS A CONSUMER.

The Platform and/or Services, Content, and materials and the products on this Platform and/or Services are provided **AS IS** with all faults and defects and without any representation or warranty, whether express, implied, or statutory, WITHOUT WARRANTY OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, VMET is not making any representations or promises of any kind, including about the Platform's accuracy, adequacy, usefulness, reliability or otherwise. FOR EXAMPLE, VMET DOES NOT MAKE ANY WARRANTIES REGARDING:

- (i) THE SUBSTANCE OF THE CONTENT PROVIDED THROUGH THE PLATFORM AND/OR SERVICES, OR ITS FITNESS FOR A PARTICULAR PURPOSE;
- (ii) THE SPECIFIC FEATURES OF THE PLATFORM AND/OR SERVICES, OR ITS ACCURACY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS;
- (iii) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;

(iv) ANY CONTENT YOU SUBMIT WILL BE ACCESSIBLE ON THE PLATFORM AND/OR SERVICES; OR

(v) DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

Further, to the maximum extent allowed by applicable law, VMET is not responsible or liable for any user content posted on the platform.

14. Limitation of Liability. You agree that all access and use of the Platform and/or Services and the Content associated therewith, as well as materials and the products on this Platform is at your own risk, and that the Platform and/or Services and the Content, are provided **AS IS**. VMET WILL NOT BE HELD LIABLE FOR ANY LOSS OF PROFITS; REVENUES, BUSINESS OPPORTUNITIES, GOODWILL, OR ANTICIPATED SAVINGS; LOSS OR CORRUPTION OF DATA; INDIRECT OR CONSEQUENTIAL LOSS; PUNITIVE DAMAGES CAUSED BY OR AS A RESULT OF:

- (a) ERRORS, MISTAKES, OR INACCURACIES ON THE SERVICE;
- (b) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR USE OF THE SERVICE;
- (c) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE;
- (d) ANY INTERRUPTION OR CESSATION OF THE SERVICE;
- (e) ANY VIRUSES OR MALICIOUS CODE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY;
- (f) ANY CONTENT WHETHER SUBMITTED BY A USER OR VMET INCLUDING YOUR USE OF CONTENT; AND/OR
- (g) THE REMOVAL OR UNAVAILABILITY OF ANY CONTENT;
- (h) YOUR FAILURE TO PROVIDE US WITH ACCURATE ACCOUNT INFORMATION;
- (i) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL; OR
- (j) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICE.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER THE CLAIM ASSERTED ARISES OUT OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

15. Indemnification. You agree to indemnify, defend, and hold harmless VMET and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from ANY CLAIM THAT YOUR USER CONTENT CAUSED DAMAGE TO A THIRD PARTY, or relating to your or another user of your account's:

- (a) Use, misuse, or access to the Platform and/or Services;
- (b) Violation of these Terms; or
- (c) Violation of any third party right, including without limitation any copyright, trademark, patent, property, or privacy right.

16. Disputes, Arbitration, and Class Action Waiver. This Section includes an arbitration agreement and an agreement that all claims will be brought only in an individual capacity (and not as a class action or other representative proceeding). Please read it carefully. You may opt out of the arbitration agreement by following the opt out procedure described below.

(a) **Informal Process:** VMET encourages you to contact our Customer Service department if you have concerns or complaints about the Platform. Generally, customer complaints can be satisfactorily resolved in this way. Further you agree to make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation any court action. If we cannot resolve your concerns informally, disputes between you and VMET shall be resolved pursuant to this Section.

For all disputes and claims, whether pursued in court or arbitration, you must first give VMET an opportunity to resolve your dispute or claim by sending a written Notice of Dispute (the "Notice") to VMET at the following address: support@vmet.ai. The Notice shall:

- 1. Describe the nature and basis of the dispute or claim; and
- 2. Set forth the specific relief sought (a "Demand").

If you and VMET do not reach an agreement to resolve the dispute or claim within 30 days after Notice is received, you or VMET may commence an arbitration proceeding. Notwithstanding any provision in these Terms of Use to the contrary, VMET agrees that if VMET makes any change to this arbitration provision, such change will not be applicable to any dispute to which you had previously provided Notice to VMET.

(b) Arbitration: After the informal dispute resolution process, any remaining dispute, controversy, or claim (collectively, "Claim") relating in any way to your use of the Platform shall be finally resolved by binding arbitration.

This mandatory arbitration agreement applies equally to you and VMET. However, this arbitration agreement does not (a) govern any Claim by VMET for infringement of its intellectual property or access to the Platform that is unauthorized or exceeds authorization granted in these Terms or (b) bar you from making use of applicable small claims court procedures in appropriate cases.

If you are an individual you may opt out of this arbitration agreement within thirty (30) days of the first of the date you access or use the Platform by following the procedure described below. If you do not want to be bound to this agreement to arbitrate, you must opt out of it within 30 days of it first becoming applicable to you (i.e., within 30 days of you first agreeing to a version of these Terms of Use containing an arbitration agreement). To opt out of this agreement to arbitrate, you must send a letter, postcard, or email with means to verify receipt to VMET, to the attention of the "Legal Department" and state that you do not want to be bound by this arbitration agreement.

Contact details for this purpose are as follows:

support@vmet.ai

or 416 S. 5th Ave., Ann Arbor, MI 48104

You and VMET agree to arbitrate all disputes and claims (including the interpretation and scope of this clause, and the arbitrability of the dispute or claim) relating to the Platform, including, without limitation, all claims arising out of or relating to your relationship to VMET, these Terms of Use, and any aspect of your use of the Platform, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, that arose either before or during this, or any prior, version of these Terms of Use, or that may arise after termination these Terms of Use, termination of your account, termination of your use of the Platform, or termination of your relationship with VMET. Further, any claims that are currently the subject of purported class action litigation in which you are not a member of a certified class shall also be subject to arbitration. During the arbitration, the amount of any settlement offer made by VMET or you during the 30 days following receipt of your Notice shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or VMET is entitled.

Arbitration is more informal than a lawsuit. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to limited review by courts. Under this Agreement, arbitrators can award the same individual relief affecting individual parties that a court can award, including damages and an award of attorneys' fees, if the applicable law allows. BY AGREEING TO RESOLVE DISPUTES THROUGH ARBITRATION, YOU AND VMET AGREE TO EACH UNCONDITIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY OR COURT (except small claims court). Instead of arbitration, either party may bring an individual action in a small claims court for disputes or claims that are within the scope of the small claims court's authority.

The Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. The arbitration will be governed by the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes (collectively, the "AAA Rules") of the

American Arbitration Association ("AAA"), as modified by these Terms of Use and will be administered by the AAA. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. The arbitrator is bound by the terms of these Terms of Use. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of these Terms of Use, including but not limited to, any claim that all or any part of these Terms of Use are void or voidable. Arbitration will proceed at a location that the arbitrator selects within 100 miles of VMET headquarters in Ann Arbor, Michigan, unless you and VMET agree otherwise.

The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award shall be final and may be enforced in any court of competent jurisdiction.

The payment of all AAA filing, administration, and arbitrator fees for any arbitration initiated hereunder will be governed by the AAA Rules. In the event that you are able to demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to costs of litigation, VMET will pay as much of your arbitration filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. VMET also reserves the right in its sole and exclusive discretion to assume responsibility for all of the costs of the arbitration. However, VMET will not pay your share of the arbitration fees if the arbitrator finds that either your claim or the relief sought is frivolous or brought for an improper purpose, as measured by the standards of Federal Rule of Civil Procedure 11(b).

(c) Class Action Waiver: YOU AND VMET AGREE THAT ANY CLAIMS BROUGHT BY YOU OR VMET WILL BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND WILL NOT BE BROUGHT AS A CLASS, REPRESENTATIVE, COLLECTIVE OR PRIVATE ATTORNEY GENERAL ACTION. The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a class, representative, or private attorney general proceeding. You and VMET agree to seek only such individual relief – whether in the form of individual damages, an individualized injunction, or other non-monetary individual relief – as is necessary to resolve any individual injury that either you or VMET has suffered or may suffer.

The requirement that claims be brought in binding arbitration only in an individual capacity and not as a representative, private attorney general, or class member ("Class Action Waiver") is non-severable. If the Class Action Waiver is found to be unenforceable, then the entirety of this arbitration provision shall be null and void, with the following exception: in the event the Class Action Waiver is found to be unenforceable, or in the event the agreement to arbitrate is found to not apply to a dispute, that such action between you and VMET shall proceed in the Superior Court of the County of Washtenaw, State of Michigan, or in the United States District Court, Eastern District of Michigan.

17. Term and Termination.

(a) The term of Agreement commences when you download, install, and use the Platform and/or Services and acknowledge your acceptance of the Terms by clicking AGREE and will continue in effect until terminated by you or Company as set forth in this Section 16.

(b) You may terminate this Agreement by deleting your User Content, Your Account, and removing the Platform and/or Services and all copies thereof from your Devices, with the exception that the licenses granted by End in Sections 11(b)(i-ii) are understood to continue in full force and effect for a commercially reasonable time period after you remove or delete the User Content from the Platform and/or Service.

(c) Company may terminate this Agreement at any time without notice. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

(d) Upon termination:

(i) all rights granted to you under this Agreement will also terminate;
and

(ii) you must cease all use of the Platform and/or Services and delete your User Content, Your Account, and all copies of the Platform and/or Services from your devices.

(e) Termination will not limit any of Company's rights or remedies at law or in equity.

18. Geographic Restrictions. The Platform and/or Services and the associated Content are based in the state of Michigan in the United States and provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Platform and/or Services and the associated Content outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Platform and/or Services and the associated Content from outside the United States, you are responsible for compliance with local laws.

19. Export Regulation. The Platform and/or Services including associated Mobile Applications may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Platform and/or Services to, or make the Platform and/or Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the United States.

20. US Government Rights. The Platform and/or Services is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

21. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

22. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Platform and/or Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Michigan in each case located in Washtenaw County, Michigan. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

23. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PLATFORM AND/OR SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

24. Entire Agreement. This Agreement and our PRIVACY POLICY (found in Exhibit A) constitute the entire agreement between you and VMET with respect to the Platform and/or Services and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Platform and/or Services.

25. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

Exhibit A

Privacy Policy

I. Introduction

Welcome to OPUS (the “Platform”). The Platform is provided and controlled by Virtual Music Ensemble Technologies (“VMET”, “we” or “us”). We are committed to protecting and respecting your privacy. The body of this Privacy Policy covers the experience we provide for users age 13 and over on our Platform. For information about our Privacy Policies for children under the age of 13 (“Children’s Platform”) please refer specifically to Section IX of this document.

This page informs you of our policies regarding the collection, use, and disclosure of personal data, which VMET obtains from users, when users interact with or otherwise use the Platform and any related services and mobile applications. This Privacy Policy also explains how your personal data is used, shared and protected, what choices you have relating to your personal data, and how you can contact VMET. Please read this policy carefully to understand this entire Privacy Policy before submitting information to us or using our Platform, e.g., our website, an associated social media platform, a mobile application, or one of our other products or services. Whenever you submit information via our Platform or otherwise to us, whether online or offline, you consent to the collection, use and disclosure of that information in accordance with this Privacy Policy.

This policy applies only to information we collect on the Platform and in email, text, and other electronic communications sent through or in connection with the Platform. This policy generally describes:

1. The types of information we may collect or that you may provide when you purchase, download, install, register with, access, or use the Platform.
2. Our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy DOES NOT apply to information that:

1. We collect offline or on any other VMET apps or websites, including websites you may access through this the Platform.
2. VMET obtains from you in a capacity as an employer or potential employer, including personal information;
3. You provide to or is collected by any third party (see Third-Party Information Collection), as some other third parties that collect information may have their own privacy policies, which we encourage you to read before providing information on or through them.

This Privacy Policy is subject to our Platform Terms of Service and End User License Agreement (“Terms of Use”). If you do not agree with our policies and practices, do not download, register with, or use this Platform. By downloading, registering with, or using this Platform, you agree to this PRIVACY POLICY. We may update this Privacy Policy from time-to-time, as specified in the “Changes to This Privacy Policy” section below. Your continued use of this Platform after we revise this policy means you accept those changes, so please check the policy periodically for updates. In the event of a conflict between this PRIVACY POLICY and any the TERMS OF USE, the TERMS OF USE shall govern.

II. What Information Do We Collect?

VMET collects information directly from you when you provide such information to VMET, when you create an account and use the Platform, and automatically when you access or use the Platform. We also collect information you share with us from third-party providers, and technical and behavioral information about your use of the Platform. We also collect information contained in the messages you send through our Platform. More information about the categories and sources of information is provided below.

a. Information you Choose to Provide

For certain activities, such as when you download, access, register with, use, or upload User Content to the Platform, fill in forms in the Platform, or when you enter a contest or promotion sponsored by us, when you report a problem with the Platform, or contact us directly, you may provide some or all of the following information.

- Personally-identifiable information, such as first and last name, postal address, email address, telephone number, login and account information, including screen name, password and unique user ID; images, photos and videos.
- Personal details that are about you, but individually do not identify you, such as: gender, hometown, date of birth, marital status, household composition, and purchase history.
- Personal preferences including your wish list as well as marketing preferences; your opt-in choices and communication preferences; information to verify your account; payment information (where required for the purpose of payment).
- Records and copies of your correspondence (including email addresses and phone numbers), if you contact us via email, text, and other electronic communications sent through or in connection with the Platform.
- Your responses to surveys that we might ask you to complete for research purposes, and information you share through surveys or your participation in challenges, sweepstakes, or contests such as your gender, age, likeness, and preferences.
- Your search queries on the Platform.

You may also provide information for publication or display ("**Posted**") on public areas of the Platform (collectively, "**User Content**"), including but not limited to comments, photographs,

images, videos, and audio files, that you choose to upload or broadcast on the Platform. Your User Content is posted, submitted, transmitted, or otherwise made accessible to others at your own risk. Although you may set certain privacy settings for such information, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of third parties with whom you may choose to share your User Content. Therefore, we cannot and do not guarantee that your User Content will not be viewed or otherwise accessed by unauthorized persons.

b. Information VMET Obtains from Other Sources

We may receive the information described in this Privacy Policy from other sources, such as Other Users of the Platform or other publicly-available sources.

c. Information VMET Automatically Collects

When you download, use, or otherwise access the Platform, the Platform may use technology to automatically collect certain information from you, including internet or other network activity information such as your IP address, geolocation-related data (as described below), unique device identifiers, browsing and search history (including content you have viewed in the Platform), and Cookies (as defined below).

- **Usage Information.** When you access and use the Platform, we may automatically collect certain details of your access to and use of the Platform, including traffic data, location data, logs, User Content that you generate through and broadcast on the Platform, and other communication data and the resources that you access and use on or through the Platform.
- **Device Information.** We may collect information about the device you use to access the Platform and your internet connection, including the device's unique device identifier, IP address, model of the device, operating system, browser type, mobile network information, time zone setting, screen resolutions, app and file names and types, and the device's telephone number (if applicable).
- **Location Information.** This Platform collects real-time information about the location of your device, including location information based on your SIM card and/or IP address, and time zone.
- **Stored Information and Files.** The App also may access metadata and other information associated with other files stored on your device. This may include, for example, photographs, audio and video clips, personal contacts, and address book information.

When you upload User Content, you automatically upload certain metadata that is connected to the User Content. Metadata describes other data and provides information about your User Content that will not always be evident to the viewer. In connection with your User Content the metadata can describe how, when, and by whom the piece of User Content was collected and how that content is formatted. It also includes information, such as your account name, that enables other users to trace back the User Content to your user account. Additionally, metadata will consist of data that you chose to provide with your User Content, e.g. any hashtags used to mark keywords to the video and captions.

- **Messages.** We collect and process, which includes scanning and analyzing, information you provide in the context of composing, sending, or receiving messages through the Platform’s messaging functionality. That information includes the content of the message and information about when the message has been sent, received and/or read, as well as the participants of the communication. Please be aware that messages sent to other users of the Platform will be accessible by those users and that we are not responsible for the manner in which those users use or disclose messages.

If you do not want us to collect this information do not download the Platform or delete it from your device.

VMET may use cookies and other similar technologies (e.g. web beacons, flash cookies, etc.) (“Cookies”) to automatically collect information, measure and analyze which web pages you click on and how you use the Platform, enhance your experience using the Platform, improve the Platform, and provide you with targeted advertising on the Platform and elsewhere across your different devices. Cookies are small files which, when placed on your device, enable the Platform to provide certain features and functionality. It may be possible to refuse to accept mobile cookies by activating the appropriate setting on your device. However, if you select this setting you may be unable to access certain parts of our Platform. Web beacons are very small images or small pieces of data embedded in images, also known as “pixel tags” or “clear GIFs,” that can recognize Cookies, the time and date a page is viewed, a description of the page where the pixel tag is placed, and similar information from your computer or device.

a. Third-Party Information Collection

When you use the Platform or its content, certain third parties may use automatic information collection technologies to collect information about you or your device. These third parties may include, but are limited to:

- Advertisers, ad networks, and ad servers.
- Analytics companies.
- Your mobile device manufacturer.
- Your mobile service provider

These third parties may use tracking technologies to collect information about you when you use this Platform. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites, apps, and other online services websites. These third parties may use this information to provide you with interest-based advertising or other targeted content.

VMET does not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly. For information about how you can opt out of receiving targeted advertising from many providers, as detailed in Section V herein.

III. How VMET Uses the Information Collected

VMET collects the Information detailed in Section II for the purpose of identifying and communicating with you, to fulfill and enforce our Terms of Use, responding to your requests/inquiries, servicing your purchase orders, improving and administering our Platform, and to allow you to use its functionalities. VMET may also use your information to, among other things, show you suggestions, promote the Platform, and customize your experience.

VMET uses the information detailed in Section II, that we collect about you or that you provide to us, including any personal information:

- To provide, maintain, and improve the Platform and its associated Content.
- To improve and develop our Platform and conduct product development.
- To detect, prevent, mitigate, and investigate technical issues.
- To detect, prevent, mitigate, and investigate abuse, fraud, security breaches, potentially prohibited or illegal activities on the Platform.
- To comply with legal, regulatory, or contractual requirements.
- To enforce our terms, conditions, and policies.
- To ensure that you are old enough to use the Platform (as required by law).
- To provide you with notices about your account, including expiration and renewal notices.
- To communicate with you, including to notify you when Platform updates are available, and of changes to any products or services we offer or provide through the Platform.
- To fulfill requests for products, services, Platform functionality, support and information for internal operations, including troubleshooting, data analysis, testing, research, statistical, and survey purposes and to solicit your feedback.
- To allow you to participate in interactive features of the Platform.
- To allow you to post information and other User Content on the Platform.
- To support the social functions of the Platform, including to permit you and other users to connect with each other through the Platform and for you and other users to share, download, and otherwise interact with User Content posted through the Platform.
- To customize the content you see when you use the Platform.
- To deliver targeted marketing, service updates, and promotional offers based on your communication preferences.
- To understand how you use the Platform, including across your devices.
- To monitor usage of the Platform.
- For any other purposes disclosed to you at the time we collect your information or pursuant to your consent.
- To fulfill any other purpose for which you provide the collected information.
- To inform our algorithms.

- To combine all the information we collect or receive about you for any of the foregoing purposes.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and VMET.

The usage information we collect helps us to improve our Platform and to deliver a better and more personalized experience by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our Platform according to your individual interests.
- Speed up your searches.
- Recognize you when you use the Platform.

VMET may also use your information to contact you about our own and third parties' goods and services that may be of interest to you. If you do not want us to use your information in this way, please check the relevant box located on the form on which we collect your data and/or adjust your user preferences in your account profile.

VMET may further use the information we collect to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

VMET may make full use of all information that is de-identified or otherwise not in personally identifiable form. We may also make full use of all User Content you submit to us, in accordance with our Terms of Use.

IV. How VMET Shares and/or Discloses Your Information.

We are committed to maintaining your trust, and while VMET does not sell personal information to third parties, we want you to understand when and with whom we may share the information we collect for business purposes.

We may disclose aggregated information about our users, and information that does not identify any individual or device (de-identified information), without restriction. In addition, we may disclose personally-identifiable information that we collect, or you provide in accordance with the Privacy Policy and our Terms of Use, including in the following instances:

- To our parent, subsidiary, or other and affiliate of our corporate group.
- To contractors, service providers, business partners, and other third parties we use to support our business and operations (e.g., delivery services, financial institutions, fulfillment services, technical support, advertising, public relations, media and marketing services, sweepstakes, promotions, campaigns and contest-related services, call-in centers, e-commerce and other web-related services such as web hosting and web monitoring services and event-related services such as online and offline data capture), and who are to

keep personal information confidential and use it only for the purposes for which we disclose it to them.

- With third parties for research and development purposes.
- To a buyer or other successor in the event of a sale, financing, merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of VMET's assets, or other transfer of our brand or company, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by VMET about our Platform users is among the assets transferred.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.
- With your consent. We may share information for other purposes pursuant to your consent or with your further direction. If you choose to engage in public activities on the Platform, you should be aware that any information you share may be read, collected, or used by other users. You should use caution in disclosing personal information while engaging. We are not responsible for the information you choose to submit.
- For legal reasons to comply with any court order, law, subpoena, law enforcement request, legal claims, or legal process, including to respond to any government or regulatory request, and to protect and defend the rights, interests, safety, and security of VMET, the Platform, our affiliates, users, or the public. VMET may also share your information to enforce any terms applicable to the Platform, to exercise or defend any legal claims, and comply with any applicable law.
- To identify, contact, or bring legal action against to someone who may be causing injury to or interfering with VMET's or other's rights or property.
- In connection with disciplinary actions/investigations.
- To enforce our rights arising from any contracts entered into between you and VMET, including but not limited to the Terms of Use.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of VMET, our customers, our affiliates, users, or the public. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

Where the law allows it, VMET may share customers' personal data with selected third-party partners to enable them to market their or other selected third parties' products and services to you. You may notify VMET that you do not want your personal data shared in this way by indicating such preference through the process detailed in Section V herein. Apart from the purposes listed above, VMET will not knowingly share information about you with other third parties for their independent use without your prior consent.

The recipients of customers' personal data, and more generally these disclosures, may be located in the United States or other jurisdictions that might not provide a level of protection equivalent to the laws in your jurisdiction. Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country

or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction. If you are located outside United States and choose to provide information to us, please note that we transfer the data, including Personal Data, to the United States and process it there. Your consent to this Privacy Policy followed by your submission of personal data to us, you consent to the transfer and represents your agreement to that transfer. VMET will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy.

V. Your Rights and Choices About Collection, Use, and Disclosure of Your Personal Information.

We strive to provide you with choices regarding the personal information you provide to us. This section describes mechanisms we provide for you to control certain uses and disclosures of over your information.

- **Tracking Technologies.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. You may choose whether or not to allow the Platform to collect information through other tracking technologies by Opting Out. If you disable or refuse cookies or block the use of other tracking technologies, some parts of the Platform may then be inaccessible or not function properly.

Because each browser is different, please consult the instructions provided by your browser. Please note that you may need to take additional steps to refuse or disable certain types of Cookies. For example, due to differences in how browsers and mobile apps function, you may need to take different steps to disable Cookies used for targeted advertising in a browser and to disable targeted advertising for a mobile application, which you may control through your device settings or mobile app permissions. In addition, your choice to disable cookies is specific to the particular browser or device that you are using when you disable cookies, so you may need to separately disable cookies for each type of browser or device.

Some browsers transmit "do-not-track" signals to websites. Because of differences in how browsers incorporate and activate this feature, it is not always clear whether users intend for these signals to be transmitted, or whether they even are aware of them. We currently do not take action in response to these signals.

- **Location Information.** You can choose whether or not to allow the Platform to collect and use real-time information about your device's location through the device's privacy settings. If you block the use of location information, some parts of the Platform may become inaccessible or not function properly.
- **Promotion by VMET.** If you do not want us to use your information to promote our own or third parties' products or services, you can opt-out by logging into the Platform

and adjusting your user preferences in your account profile by checking or unchecking the relevant boxes or by sending us an email stating your request to support@vmet.ai

- **Targeted Advertising by the Company.** If you do not want us to use information that we collect or that you provide to us to deliver advertisements according to our advertisers' target-audience preferences, you can opt-out by adjusting your user advertising preferences in your account profile by checking or unchecking the relevant boxes or by sending us an email your request to support@vmet.ai
- **Disclosure of Your Information for Third-Party Advertising and Marketing.** If you do not want us to share your personal information with unaffiliated or non-agent third parties for advertising and marketing purposes, you can opt-out by logging into the Platform and adjusting your user preferences in your account profile by checking or unchecking the relevant boxes or by sending us an email stating your request to support@vmet.ai
- **Data Analytics and Remarketing.** VMET may use third party services such as Google Analytics that collect, monitor and analyze this collected information in order to increase our Platform's functionality. VMET may use third-party service providers to monitor and analyze the use of our Platform. VMET may further use remarketing services to advertise on third-party web sites to you after you visited our Platform. These third-party service providers have their own privacy policies addressing how they use such information.

We do not control third parties' collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this way.

- Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Platform. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network. You can opt-out of Google Analytics for Display Advertising and customize the Google Display Network ads by visiting the Google Ads Settings page: <http://www.google.com/settings/ads>. Google also recommends installing the Google Analytics Opt-out Browser Add-on – <https://tools.google.com/dlpage/gaoptout> – for your web browser. Google Analytics Opt-out Browser Add-on provides visitors with the ability to prevent their data from being collected and used by Google Analytics. For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page.

Facebook remarketing service is provided by Facebook Inc. You can learn more about interest-based advertising from Facebook by visiting this page: <https://www.facebook.com/help/164968693837950>. To opt-out from Facebook's interest-based ads follow these instructions from Facebook: <https://www.facebook.com/help/568137493302217>. For more information on the privacy practices of Facebook, please visit Facebook's Data Policy: <https://www.facebook.com/privacy/explanation>. There are also general resources for opting out of

interest-based advertising available on the websites of the Network Advertising Initiative and the Digital Advertising Alliance. You may also opt-out from participating companies through the Digital Advertising Alliance in the USA <http://www.aboutads.info/choices/>, the Digital Advertising Alliance of Canada in Canada <http://youradchoices.ca/> or the European Interactive Digital Advertising Alliance in Europe <http://www.youronlinechoices.eu>. Similarly, you can adjust your advertising preferences on your mobile device at the device level. For example, to adjust your advertising preferences in iOS, visit Settings > Privacy > Advertising > Limit Ad Tracking. To adjust your advertising preferences in Android, visit Settings > Google > Ads > Opt out of interest-based ads.

VI. Accessing, Correcting, and Managing your Personal Data.

Information Security: The security of your data is important to VMET, and VMET has implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. But, remember that no website, mobile application, database or system, or method of transmission over the Internet, or method of electronic storage is 100% secure or “hacker proof.” The safety and security of your information also depends on you. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security. You can help keep your data safe by taking reasonable steps to protect your personal information against unauthorized disclosure or misuse. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures we provide.

Where we have given you (or where you have chosen) a password for access to certain parts of our Platform, you are responsible for keeping this password confidential. We ask you not to share your password with anyone, and we urge you to be careful about giving out information in public areas of the Platform like message boards. The information you share in public areas may be viewed by any user of the Platform.

Retention of your personal data: We retain your personal data for as long as necessary to fulfill the purposes described in this policy, unless otherwise required by law. For example, we keep your account profile information for as long as you keep your VMET account, but we may keep other information longer to comply with legal obligations. Where required, we will anonymize or dispose of the information we collect when we no longer need it for the uses described above.

Managing Your Personal Data, Content, And Notifications: You may contact us, as provided below, to learn about how to access, review, correct, update, or delete the information about you in our records. We may need to retain certain information for recordkeeping purposes, to complete any transactions that you began prior to your request, or for other purposes as required or permitted by applicable law. You may have the right to request:

- access to your personal data;
- an electronic copy of your personal data (portability);
- correction of your personal data if it is incomplete or inaccurate; or
- deletion or restriction of your personal data in certain circumstances provided by applicable law.

Where we have obtained your consent for the processing of your personal data, you have the right to withdraw your consent at any time. If you have a request regarding your personal data, please contact us.

If you have registered for an account you may access, review, and update certain personal information that you have provided to us by logging into your account and using available features and functionalities.

You may also send us an email at _____ to request access to, correct, or delete any personal information we have collected about you or that you have provided to us. We will respond to your request consistent with applicable law and subject to proper verification. And we do not discriminate based on the exercise of any privacy rights that you might have. Please note that we cannot delete your personal information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

You may request removal of your posted User Generated Content on the Platform or App, but please note that removal may not encompass all possible locations, for example, back-ups or sharing by other users initiated prior to removal. If you delete your User Content from the Platform, copies of your User Content may remain viewable in cached and archived pages or might have been copied or stored by other Platform users. Proper access and use of information provided on the Platform, including User Content, is governed by our Terms of Use.

We would like to keep in touch with you in ways that you find to be beneficial. If you don't want us to use your contact information to communicate with you, to send you marketing information for promotional purposes, to provide you with customized and relevant advertising, or to keep you signed into your account, please tell us so when you provide your contact information. You can also let us know your preference by contacting us as specified in the "Contact Us" section below, by accessing your account via our site, or by following the instructions to unsubscribe in various communications that we may send you. Keep in mind that these particular preferences do not mean that we might not contact you for other reasons, such as those related to an order you placed, an inquiry you made, a message that a friend or acquaintance requested be delivered, a legally required notice and so on.

We keep some of your data even after you close your account. If you choose to close your account, your personal data will generally stop being visible to others on our Platform. We generally delete closed account information within a reasonable time period of account closure as defined in our Terms of Use, except as noted below. We retain your personal data even after you have closed your account if reasonably necessary to comply with our legal obligations (including law enforcement requests), meet regulatory requirements, resolve disputes, maintain security, prevent fraud and abuse, or fulfill your request to "unsubscribe" from further messages from us. We will retain de-personalized information after your account has been closed. Information you have shared with others will remain visible after you closed your account or deleted the information from your own profile or mailbox, and we do not control data that other parties copied out of our Platform. Group content associated with closed accounts will show an unknown user as the source. Your profile may continue to be displayed in the services of others (e.g., search engine results) until they refresh their cache.

VII. California Privacy Rights.

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information. To learn more about your California privacy rights, visit <https://oag.ca.gov/privacy/ccpa>.

In summary, under California Law, California residents, that have an established business relationship with VMET, maintain:

- The right to know about the personal information a business collects about them and how it is used and shared;
- The right to delete personal information collected from them (with some exceptions);
- The right to opt-out of the sale of their personal information; and
- The right to non-discrimination for exercising their CCPA rights.

California's Shine the Light Statute (Civil Code Section § 1798.83) permits users of our App that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. As such, if you are a California resident, once a calendar year, you may be entitled to obtain information about personal information that we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information, as well as the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year. To request a notice, please submit your request to support@vmet.ai. VMET will respond to such written requests within a reasonable period of time, but not to exceed 180 days from the date received. Please note that we are required to respond to each customer only once per calendar year.

Content Removal For Users Under 18. Users of the Platform who are California residents and are under 18 years of age may request and obtain removal of User Content they posted by emailing us at support@vmet.ai. All requests must be labeled "California Removal Request" on the email subject line. All requests must provide a description of the User Content you want removed and information reasonably sufficient to permit us to locate that User Content. We do not accept California Removal Requests via postal mail, telephone, or facsimile. We are not responsible for notices that are not labeled or sent properly, and we may not be able to respond if you do not provide adequate information. Please note that your request does not ensure complete or comprehensive removal of the material. For example, materials that you have posted may be republished or reposted by another user or third party.

VIII. Children Under the Age of 18.

We do not knowingly collect personal information from children under 18. If we learn we have collected or received personal information from a child under 18 without verification of

parental consent, we will delete that information. If you believe we might have any information from or about a child under 18, please contact us at support@vmet.ai.

IX. Children Under the Age of 13.

VMET is committed to protecting the privacy of children. This Section of the Privacy Policy is for Younger Users and parents and guardians thereof and explains our information collection practices with respect to information provided by users under the age of 13 on the Platform.

The Children's Online Privacy Protection Act of 1998 and its rules (collectively, "COPPA") require us to inform parents and legal guardians (as used in this section, "**parents**") about our practices for collecting, using, and disclosing personal information from children under the age of 13 ("**children**"). It also requires us to obtain verifiable consent from a child's parent for certain collection, use, and disclosure of the child's personal information.

This Section notifies parents and guardians of:

- The types of information we may collect from children.
- How we use the information we collect.
- Our practices for disclosing that information.
- Our practices for notifying and obtaining parents' consent when we collect personal information from children, including how a parent may revoke consent.
- All operators that collect or maintain information from children through this Platform.

This Section only applies to children under the age of 13 and supplements the remaining Sections and provisions of this Privacy Policy. Only the other provisions of this Privacy Policy apply to teens and adults. Terms that are defined in the remaining Sections of this Privacy Policy have the same meanings as used in this Section directed to Children Under the Age of 13.

a. Information We Collect from Children

Children can access many parts of the Platform and its Content and use many of its features without providing us with personal information. However, some content and features are available only to registered users or require us to collect certain information, including personal information, from them. In addition, we use certain technologies, such as cookies, to automatically collect information from our users (including children) when they visit or use the Platform.

VMET only collects as much information about a child as is reasonably necessary for the child to participate in an activity, and we do not condition his or her participation on the disclosure of more personal information than is reasonably necessary.

- i. **Information We Collect Directly.** We use the information we collect to provide and support our services. For example, Younger Users or Children must provide VMET with the following information to register with this Platform: the child's first name, child's last name or surname, and a parent's email address. We also require the child to create a member name and password to authenticate and identify Younger Users. We may request additional information from children, but this information is optional. We specify whether information is required or optional when we request it.
- ii. **Social Features or Collaborative Features.** The Platform offers social features, including instant messaging, chat, email, submission of audio and video recordings, and posting to public areas of the Platform that enable children communicate with others on or through the Platform ("**Social or Collaborative Features**"). The nature of these features allows children to disclose personal information about themselves. We do not control the types of information your child can send or post through social features, and we do not monitor or review this content before it is posted, and we do not control the actions of third parties with whom your child shares his or her information. We encourage parents to educate their children about safe internet use, safety online, and to carefully monitor their children's use of social features to ensure they do not disclose their personal information through them.

We further recommend settings that allow younger users to engage with VMET's Platform while limiting the information collected from them, for example, allowing Younger Users to view audio and video files from other creators and capturing their own audio and video recordings. However, while Younger Users may save these audio and video recordings directly to their device or direct such audio and video recordings to authorized classroom managers approved by parental consent and/or a license administrator, the audio and video files will not be saved by VMET or viewable by other users. We further recommend settings that require Younger Users to have a more limited interactive experience: for example, settings that prohibit them from exchanging messages with other users and wherein other users may not and cannot view their profiles.

- iii. **Automatic Information Collection and Tracking.** We use technology to automatically collect information from our users, including children, when they access and navigate through the Platform and use certain of its features. The information we collect through these technologies may include:
 - a. One or more persistent identifiers that can be used to recognize a user over time and across different websites and online services.

- b. Information that identifies a device's location.
- c. We may combine non-personal information we collect through these technologies with personal information about you or your child that we collect online.

For information about our automatic information collection practices, including how you can opt out of certain information collection, see the "Automatic Information Collection and Tracking" and "Choices About How We Use and Disclose Your Information" sections herein.

b. How VMET Uses Information Collected from Children and Younger Users

VMET uses the personal information we collect from Children and Younger Users to:

- Register him or her with the Platform.
- Communicate with him or her about activities or features of the Platform that may be of interest.
- Track his or her performance in activities on the Platform.

We use the information we collect automatically through technology (see Automatic Information Collection and Tracking) and other non-personal information we collect to improve our Platform and to deliver a better and more personalized experience by enabling us to:

- Estimate our audience size and usage patterns.
- Perform analytics and troubleshoot.
- Protect the security and integrity of the User and our Platform;
- Store information about the child's preferences, allowing us to customize the content according to individual interests.
- Speed up searches conducted on the Platform.

c. VMET's Practices for Disclosing and Using Information of Children and Younger Users.

VMET does not share, sell, rent, or transfer children's personal information other than as described in this section. However, we may disclose aggregated information about many of our users, and information that does not identify any individual or device.

In addition, we may disclose children's personal information:

- To our corporate group, parent company, subsidiaries, and affiliates.
- To third parties or service providers as necessary for them to perform a business purpose, professional service, or technology support function for VMET, e.g., to support the internal operations of our Platform and who are bound by contractual or other obligations to use the information only for such purpose and to keep the information confidential.

- If we are required to do so by law or legal process, such as to comply with any court order or subpoena or to respond to any government or regulatory request.
- In response to a law enforcement or public agency's (including schools or children services) request;
- If we believe disclosure may prevent the instigation of a crime, facilitate an investigation related to public safety or protect the safety of Younger Users using our Platform;
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of VMET, our customers or others, including to:
 - protect the safety of a child;
 - protect the safety and security of the Platform; or
 - enable us to take precautions against liability.
- To law enforcement agencies or for an investigation related to public safety.
- To enable VMET to take precautions against liability

In addition, if VMET is involved in a financing, merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of VMET's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding or event, we may transfer the personal information we have collected or maintain to the buyer or other successor.

d. Managing, Accessing, and Correcting Your Child's Personal Information

Information Security: The security of your data is important to VMET, and VMET has implemented measures designed to ensure information is treated securely and in accordance with this Privacy Policy. But, remember that no website, mobile application, database or system, or method of transmission over the Internet, or method of electronic storage is 100% secure or "hacker proof." The safety and security of your information also depends on you. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security. You can help keep your data safe by taking reasonable steps to protect your personal information against unauthorized disclosure or misuse. Any transmission of personal information is at your own risk.

Where we have given you (or where you have chosen) a password for access to certain parts of our Platform, you are responsible for keeping this password confidential. We ask you not to share your password with anyone, and we urge you to be careful about giving out information in public areas of the Platform like message boards. The information you share in public areas may be viewed by any user of the Platform.

VMET does not sell the information of Children or Younger Users to third parties.

Choices: At any time, you may review the child's personal information maintained by VMET, require us to correct or delete the personal information, and/or refuse to permit us from

further collecting or using the child's information. You can review, change, or delete your child's personal information by:

- Sending us an email at support@vmet.ai To protect your privacy and security, we may require you to take certain steps or provide additional information to verify your identity before we provide any information or make corrections.

e. Operators That Collect or Maintain Information from Children

A list of all operators that may collect or maintain personal information from children through the Platform is available at <https://www.vmet.ai/privacy>. Please direct your inquiries about any operator's privacy practices and use of children's information to the operator via its listed contact information.

X. Changes to Our Privacy Policy. VMET may update our privacy policy from time to time. If we make material changes to how we treat our users' personal information, we will post the new Privacy Policy on this page with a notice that the Privacy Policy has been updated.

The date the privacy policy was last revised is identified at the top of the page. You are responsible for periodically visiting this privacy policy to check for any changes.

XI. Contact Information.

To ask questions or comment about this privacy policy and our privacy practices, contact support@vmet.ai