

I. INTRODUCTION

These Terms of Use and End User License Agreement (collectively, the “Agreement”) together with all the documents referred to in it constitute a legally binding agreement made between you as a natural person (“you”, “your” or “user”) and AIBY Inc. (“we,” “us” or “our”), concerning your access to and use of “MYAI” software application for mobile devices (the “App”). The App’s title may vary in countries other than the U.S. and is subject to change without specific notice.

All the documents that relate to the App are hereby expressly incorporated herein by reference.

Please read this Agreement carefully before you download, install or use the App.

It is important that you read and understand this Agreement as by downloading, installing or using the App you indicate that you have read, understood, agreed and accepted the Agreement which takes effect on the date on which you download, install or use the App. By using the App you agree to abide by this Agreement.

If you do not agree with (do not accept) this Agreement, or if you do not agree at least with one of the provisions of this Agreement, you are not authorized to, and you may not access, download, install or use the App and you must promptly discontinue downloading, installing the App and remove (delete) the App from any mobile device in your possession or under your control.

II. CHANGES TO THIS AGREEMENT

We reserve the right, at our sole discretion, to make changes or modifications to this Agreement at any time and for any reason. We will keep you informed about any changes by updating this Agreement and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review this Agreement to stay informed of updates. You will be subject to, and will be deemed to be aware of and to have accepted, the changes in any revised Agreement by your continued use of the App after the date such revised Agreement is posted.

III. RESTRICTIONS ON WHO CAN USE THE APP

In order to download, install, access or use the App, you must be eighteen (18) years of age or older.

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by their parent or guardian to use the App, so if you are between the ages of thirteen (13) and seventeen (17) years and you wish to use, download, install, access the App, before

doing so you must: (a) assure and confirm (if needed) that your parent or guardian have read and agree (get your parent or guardian's consent) to this Agreement prior to you using the App; (b) have the power to enter a binding contract with us and not be barred from doing so under any applicable laws.

Parents and guardians must directly supervise any use of the App by minors. It is the sole responsibility of parents and guardians to prevent any unauthorized, irrelevant, indecent and/or immoral use of the App by their minors who have not reached the age of majority or legal age in the applicable jurisdiction.

Any person under the age of thirteen (13) years is not permitted to download, install, access or use the App.

You affirm that you are either more than eighteen (18) years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

IV. GENERAL TERMS

The App is developed for entertainment purposes. The App offers tools based on Artificial Intelligence models and technologies that allow you to chat with Artificial Intelligence and get answers to your questions. See the full performance list on the App's page in the App Store.

The App is intended only for your personal non-commercial use. You shall use the App only for the purposes mentioned above.

V. PRIVACY POLICY

Your privacy is very important to us. Accordingly, we have developed the Privacy Policy in order for you to understand how we process, use and store information including personal data. Access to the App and use of the Services are subject to the Privacy Policy. By accessing the App and by continuing to use the Services, you are deemed to have accepted the Privacy Policy, and in particular, you are deemed to have acknowledged the ways we process your information as well as appropriate legal grounds for processing described in the Privacy Policy. We reserve the right to amend the Privacy Policy from time to time. If you disagree with any part of the Privacy Policy, you must immediately stop using the App and Services.

VI. END USER LICENSE AGREEMENT

By using the App, you undertake to respect our intellectual rights (intellectual rights related to the App's source code, UI/UX design, content material, copyright and

trademarks, hereinafter referred to as the “Intellectual Property Rights”) as well as those owned by third parties.

As long as you keep using the App, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable and revocable right to access and use the App pursuant to this Agreement (the “License”).

You may use our App solely for your own non-commercial purposes. You are bound to respect the copyrighted material within the App.

The source code, design and content, including information, photographs, illustrations, artwork and other graphic materials, sounds, music or video (hereinafter – the “works”) as well as names, logos and trademarks (hereinafter – “means of individualization”) within the App are protected by copyright laws and other relevant laws and/or international treaties, and belong to us and/or our partners and/or contracted third parties, as the case may be.

These works and means of individualization may not be copied, reproduced, retransmitted, distributed, disseminated, sold, published, broadcasted or circulated whether in whole or in part, unless expressly permitted by us and/or our partners and/or contracted third parties, as the case may be.

All rights, title and interest in and to the App and its content, works and means of individualization as well as its functionalities (1) are the exclusive property of AIBY Inc. and/or our partners and/or contracted third parties, (2) are protected by the applicable international and national legal provisions, and (3) are under no circumstances transferred (assigned) to you in full or in part within the context of the license herewithin.

We will not hesitate to take legal action against any unauthorized use of our trademarks, names or symbols to protect and restore our rights. All rights not expressly granted herein are reserved. Other product and company names mentioned herein may also be the trademarks of their respective owners.

THIRD PARTIES’ MATERIALS AND TOOLS INCORPORATED INTO THE APP

The App is using OpenAI API available at <https://beta.openai.com/docs/api-reference>
You may obtain a copy of API TERMS & POLICIES at <https://openai.com/api/policies/service-terms/>

Due to the fact that we use OpenAI API for the purpose of processing and creation of AI-generated User Content, you hereby agree to be bound by and comply with the terms of [OpenAI Sharing & Publication Policy](#) while any sharing and/or publication of User Content.

For the purposes of the present Agreement the term “User Content” includes both the text you enter into the message field and send to the App, as well as any text, other content generated by AI via the App.

VII. PROHIBITED BEHAVIOUR

You agree not to use the App in any way that:

- is unlawful, illegal or unauthorized;
- is defamatory of any other person;
- is obscene or offensive;
- infringes any copyright, database right or trademark of any other person;
- advocates, promotes or assists any unlawful act such as (by way of example only) copyright infringement or computer misuse.

In addition, you are not allowed to upload, enter, create, generate via the App, share, distribute the following types of User Content:

- content that expresses, incites, or promotes hate based on identity;
- content that intends to harass, threaten, or bully an individual;
- content that promotes or glorifies violence or celebrates the suffering or humiliation of others;
- content that promotes, encourages, or depicts acts of self-harm, such as suicide, cutting, and eating disorders;
- content meant to arouse sexual excitement, such as the description of sexual activity, or that promotes sexual services (excluding sex education and wellness);
- content attempting to influence the political process or to be used for campaigning purposes;
- unsolicited bulk contents;
- content that is false or misleading, such as attempting to defraud individuals or spread disinformation;
- content that attempts to generate ransomware, keyloggers, viruses, or other software intended to impose some level of harm;

- that may reasonably be considered to be illegal, defamatory, libelous, immoral, harmful, misleading, deceptive, fraudulent, indecent, hateful, racially or religiously biased or offensive, slanderous, obscene, pornographic, sexually explicit, or that encourage anyone to violate any local, state, national or international law.

IT IS ALSO STRICTLY PROHIBITED TO USE ANY COPYRIGHTED AND/OR TRADEMARKED MATERIALS AS INPUT CONTENT OR WHEN YOU ENTER ANY OTHER DATA WHILE USING THE APP.

You shall not make the App available to any third parties. In addition, you shall not modify, translate into other languages, reverse engineer, decompile, disassemble or otherwise create derivative works from the App or any documentation concerning the App.

You shall not transfer, lend, rent, lease, distribute the App, or use it for providing services to a third party, or grant any rights to the App or any documentation concerning the App to a third party.

Misuse of any trademarks or any other content displayed on the App is prohibited.

You shall not copy and/or duplicate and/or distribute and/or publish and/or use any content in the App, directly or indirectly, by way of a violation of our Intellectual Property Rights.

Moreover, you shall not make any attempts to use the App or part thereof for malicious intentions.

Also we are not responsible for the way you use the App.

It is clarified that we may adopt, against a user who violated the present Agreement, any legal measures at our disposal pursuant to the applicable laws.

All disputes arising from the usage of the App, shall be governed by and construed in accordance with the laws of the United States of America, and shall be submitted to the sole jurisdiction of the competent courts of New York, the United States of America.

VIII. AVAILABILITY OF THE APP, SECURITY AND ACCURACY

In order to use the App, you are required to have a compatible mobile phone or tablet, and Internet access.

The App is available for downloading and installing on handheld compatible mobile devices running Apple iOS Operating System 14.0 or later.

We do not warrant that the App will be compatible with all hardware and software which you may use.

We make no warranty that your access to the App will be uninterrupted, timely or error-free.

You acknowledge the App is provided via the Internet and mobile networks and so the quality and availability of the App may be affected by factors outside our reasonable control.

The version of the App may be upgraded from time to time to add support for new functions and services.

We may change or update the App and anything described in it without noticing you. If the need arises, we may suspend access to the App, or close it indefinitely.

You also warrant that any information that you submit to us is true, accurate and complete, and you agree to keep it actual at all times.

You can discontinue using our Services at any time by choosing the relevant option in your iTunes Account Settings. If you decide not to use the App for any reason you should uninstall the App.

IX. CHARGES

The App is provided on a free basis. Once you download the App, you'll have access to its basic features.

Access to some services and/or additional features within the App ("Premium options") requires paid subscriptions.

The full list of Premium options and pricing are provided on the App's page. You may have an opportunity to try Premium options during the free trial period as provided on the signup screen.

After the free trial period expires an auto-renewing subscription period will start on a regular basis. **Please mind that you will be charged automatically unless you cancel your subscription 24 hours before the end of the free trial period.** When you cancel your subscription you will still have access to basic features of the App.

You can choose different subscription options. Prices for different subscription options are indicated in the Information section of the App's page. Prices are in U.S. dollars and may vary in countries other than the U.S. You will have all necessary information about your subscription plan and duration of the free trial period on the signup screen before the purchase.

Subscription with a free trial period will automatically renew to a paid subscription. Any unused portion of the free trial period, if offered, will be forfeited when the user purchases a subscription, where applicable. We reserve the right to modify, terminate or otherwise amend our offered subscription plans at any time.

Your subscription will be automatically renewed within 24 hours before the current subscription ends. Auto-renew option can be [turned off](#) in your iTunes Account Settings at least 24 hours before the current subscription ends. Payment will be charged to iTunes Account at confirmation of purchase. No cancellation of the current subscription is allowed during the active subscription period. Subscriptions are managed by you. Please note that removing the App from your device does not deactivate your subscription.

You may be charged by your communications service provider for downloading and/or accessing the App on your mobile phone or tablet device, so you should check the terms of agreement with your operator. This may include data roaming charges if you do this outside your home territory. All these charges are solely your responsibility. If you do not pay the bills related to your mobile phone or tablet device, then we assume that you have the permission from the person that does it before incurring any of these charges.

X. THIRD PARTY WEBSITES AND RESOURCES

The App may link you to other sites on the Internet and contracted third parties to provide you certain services. We have no control over and accept no responsibility for the content of any website or mobile application to which a link from the App exists (unless we are the provider of those linked websites or mobile applications). Such linked websites and mobile applications are provided “as is” for your convenience only with no warranty, express or implied, for the information provided within them.

You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites or resources.

If you have any queries, concerns or complaints about such third party websites or mobile applications (including, but not limited to, queries, concerns or complaints relating to products, orders for products, faulty products and refunds) you must direct them to the operator of that third party website or mobile application.

XI. DISCLAIMER OF WARRANTIES

YOU AGREE THAT YOUR USE OF THE APP AND ITS SERVICES SHALL BE AT YOUR SOLE RISK. THE SERVICES AND ALL THE MATERIALS, INFORMATION, SOFTWARE, CONTENT INTEGRATED IN THE APP ARE PROVIDED “AS IS” AND “AS AVAILABLE”. WE DO NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER

EXPRESS OR IMPLIED, WITH REGARD TO THE MERCHANTABILITY, TECHNICAL COMPATIBILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SERVICE, PRODUCTS OR MATERIAL PROVIDED PURSUANT TO THIS AGREEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED ON OR THROUGH THE SERVICES WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVERS THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

XII. LIMITATION OF LIABILITY

IN NO EVENT SHALL WE BE LIABLE FOR DAMAGES OF ANY TYPE, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR IN ANY WAY RELATED TO THE APP AND SERVICES PROVIDED BY THE APP. WE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, OR LOSS OF PROFIT OR REVENUES, EVEN IF WE HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO PRODUCTS, SERVICES AND/OR INFORMATION OFFERED OR PROVIDED BY ANY THIRD-PARTIES AND ACCESSED THROUGH THE APP OR BY ANY OTHER MEANS. YOU ALSO SPECIFICALLY ACKNOWLEDGE THAT WE ARE NOT LIABLE FOR COSTS OR DAMAGES ARISING OUT OF PRIVATE OR GOVERNMENTAL LEGAL ACTIONS RELATED TO YOUR USE OF ANY OF THE APP AND ITS SERVICES IN ANY COUNTRY.

You also acknowledge and agree that your any use of the App or/and the content you input or generate via the App is at your sole risk. You assume your full responsibility arising out of your use of the App and/or further sharing and distribution of any content you input or generate via the App. In addition, you hereby agree to hold harmless and indemnify us, our successors, assigns, licensees, partners, affiliates, officers, directors, employees from and against any and all claims, liabilities, complaints, losses, expenses and damages of any kind or nature arising out of your use of the App, any use of input content and output content generated via the App or out of your failure to comply with the terms of the present Agreement.

XIII. LEGAL COMPLIANCE

You must represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

XIV. THIRD PARTY BENEFICIARY

You acknowledge and agree that Apple, and Apple's subsidiaries are the third party beneficiaries of the present Agreement, and that upon your acceptance of the terms and conditions of the present Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as a third party beneficiary thereof.

XV. GOVERNING LAW AND CLAIMS

We make no representations that the App is appropriate or available for use in other locations. Those who access or use the App from other jurisdictions do so at their own volition and are responsible for compliance with local law.

If you choose to access or use the App from or in locations outside of the united Kindom, you are responsible for:

- a) ensuring that what you are doing in that country is legal; and
- b) the consequences and compliance by you with all applicable laws, regulations, bylaws, codes of practice, licenses, registrations, permits and authorizations.

XVI. TERMINATION

We reserve the right to terminate this Agreement at any time at our sole discretion for any reason.

Upon any termination, (a) the rights and licenses granted to you herein shall terminate; (b) you must cease all use of the App.

XVII. SEVERABILITY

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, that provision shall be more narrowly construed so that it becomes legal, valid and enforceable or, if this is not possible, deleted. The other terms of this Agreement shall continue to apply with full force and effect.

You shall not assign or transfer or purport to assign or transfer the contract between you and us to any other person.