Terms and Conditions

Terms and Conditions of Use

I. Introduction

Welcome to Huma Contactless, a revolutionary retail experience. These Terms and Conditions ("Terms") govern your access to and use of the Huma Contactless services, including the Huma Contactless website and mobile application (collectively, "Services"). By accessing or using the Services, you affirm that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, please refrain from using the Services.

II. Intellectual Property; Use of Services

The Huma Contactless Services and all materials, including images, designs, icons, software, and written content, may be subject to copyrights, trademarks, and other intellectual property owned by Huma Contactless or third parties. You may access, view, and use the Services for personal, non-commercial purposes, provided that you retain all copyright and proprietary designations and do not modify or alter the content. The compilation of content on the Services is the exclusive property of Huma Contactless and is protected by applicable copyright laws.

III. User Account, Comments, and Ideas

By providing comments, reviews, or ideas ("User Content") on or through the Services, you agree that such User Content is non-confidential and non-proprietary, and may be used by Huma Contactless. You grant Huma Contactless a royalty-free, perpetual, irrevocable license to use, reproduce, and display the User Content in any media. Huma Contactless does not claim ownership of User Content, but you agree to grant Huma Contactless the right to use any name associated with the User Content.

Huma Contactless does not accept or review unsolicited ideas. Any ideas submitted or offered through the Services become the exclusive property of Huma Contactless and may be used for any purpose without compensation. You agree not to submit User Content that is libelous, inflammatory, discriminatory, false, threatening, vulgar, obscene, or in violation of any law. You are solely responsible for your User Content, and Huma Contactless reserves the right to monitor, remove, or investigate User Content that violates these Terms.

IV. Changes to Terms and Services

Huma Contactless may update these Terms from time to time by posting revised terms on the Services. Your continued use of the Services after any changes

constitute your acceptance of the updated Terms. Huma Contactless reserves the right to change, suspend, or discontinue any part of the Services at any time.

V. Contact Information
For any questions regarding these Terms, please contact us at support@xihuma.com

VI. Acknowledgment
By using Huma Contactless Services, you acknowledge and agree to these Terms and Conditions.

VI. Merchandise on Site and in Huma Contactless Retail Spaces

A. No Representations as to Merchandise

The Huma Contactless platform may provide information, descriptions, and images of goods and services ("Products"). These Products may be offered by Huma Contactless or third parties. We do not guarantee the completeness, accuracy, reliability, validity, or timeliness of such listings, descriptions, or images, including features, specifications, and prices. Information and Product availability are subject to change without notice.While we strive to display product colors accurately, the actual colors may vary based on monitor settings and other factors, and we cannot guarantee precise color representation.

B. Product Availability and Pricing

Prices and availability of Products are subject to change without notice.Huma Contactless aims to provide accurate product and pricing information. However, errors may occur, and product descriptions and pricing are not guaranteed. In case of incorrect information, Huma Contactless reserves the right to refuse or cancel orders, even after order confirmation, and may contact you for further instructions. Prices on the platform do not include shipping costs or applicable taxes.Huma Contactless retains the right to limit quantities, exclude resellers, and adjust prices to reflect regional differences. Prices may vary between online and physical retail locations.

VII. Payment In-App and Online
In-app and online purchases accept various payment methods, including Huma Contactless Credit, [Other Accepted Credit Cards], debit cards, digital wallet services like [Digital Wallet], and Huma Contactless Gift/e-Gift Cards.

Some Huma Contactless services may have different payment options, and cash may not be accepted.

Checks or other offline payment methods are not accepted for Huma Contactless services.

VIII. Use of Resale Permit or Transaction of Privilege Tax License (Tax-Exempt) for In-App Purchases

Business owners declare tax-exempt or resale purchases, providing necessary documentation during Membership application and renewal.

Tax-exempt organizations purchase tax-free for exclusive tax-exempt purposes. Users must hold Huma Contactless harmless for any non-compliance.

IX. Use of Resale Permit or Transaction of Privilege Tax License (Tax-Exempt) for Online Purchases

Users seeking tax-exempt status for online purchases must register as Tax Exempt, following the provided procedure.

Users commit to providing accurate information, promptly updating changes, and holding Huma Contactless harmless for any claims, losses, or expenses resulting from non-compliance.

X. Privacy

Personal information provided through the Huma Contactless app or online will be used by Huma Contactless in accordance with the Privacy Policy available at [**Privacy Policy Link**], subject to updates by Huma Contactless.

XI. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, IN NO EVENT WILL HUMA CONTACTLESS, OR ITS DIRECTORS, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE TO YOU OR TO ANY OTHER PERSON, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL LOSSES OR DAMAGES, OR ANY OTHER LOSSES OR DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO YOUR MEMBERSHIP OR PARTICIPATION IN HUMA CONTACTLESS SERVICES OR YOUR USE OF THE SITE, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE. TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, THIS DISCLAIMER APPLIES TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, LOST PROFITS,

LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION FAILURE, NETWORK OR SYSTEM OUTAGE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OF USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. SUBJECT TO THE FOREGOING, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, NO HUMA CONTACTLESS ENTITY WILL BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE SITE AND YOUR MEMBERSHIP DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.
YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, NO HUMA CONTACTLESS ENTITY WILL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY SELLER (INCLUDING ANY MARKETPLACE RETAILER), SHOPPER, OR OTHER USER OF THE SITE.

XII. Indemnification

You agree to defend (at Huma Contactless' option), indemnify, and hold Huma Contactless harmless from and against any and all liabilities, claims, damages, costs, and expenses, including attorneys' fees and costs, arising from or related to your misuse of the Site or any breach by you of these Terms. Huma Contactless reserves the right, at our expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with Huma Contactless if and as requested by Huma Contactless in the defense and settlement of such matter.

XIII. Disputes, Arbitration, and Applicable Law

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. Huma Contactless welcomes and encourages you to reach out to its Customer Service representatives regarding any issues or concerns you may have. This agreement does not in any way alter your ability to bring concerns to the attention of Huma Contactless Customer Service at support@xihuma.com

A. Arbitration Agreement.

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, YOU AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND HUMA CONTACTLESS, INCLUDING ANY PRODUCTS OR SERVICES OFFERED OR SOLD BY HUMA CONTACTLESS, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND

BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, YOU AND HUMA CONTACTLESS AGREE THAT EACH IS WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. This paragraph may be referred to as the Arbitration Agreement in these Terms.

B. Class Action and Mass Action Waiver.

YOU AND HUMA CONTACTLESS AGREE THAT ANY ARBITRATION REQUIRED BY THE ARBITRATION AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS. You and Huma Contactless each agree to waive the right to have any dispute or claim subject to the Arbitration Agreement brought, heard, administered, resolved, or arbitrated as a class arbitration, class action, collective action, or Mass Action to the maximum extent permitted by law. “Mass Action” means a situation in which a party is represented by a law firm or other representative, or a collection of law firms or other representatives, that has initiated more than one hundred (100) arbitration Demands with common questions of law or fact against Huma Contactless within 180 days of initiating your arbitration Demand. This paragraph may be referred to as the “Class Action and Mass Action Waiver” in these Terms. Nothing in these Terms precludes you from bringing issues to the attention of federal, state, or local government agencies and, if the applicable law allows, such agencies may seek relief against Huma Contactless for you.

C. Initiating a Demand for Arbitration.

Any arbitration required by the Arbitration Agreement shall be initiated by You or Huma Contactless by sending the other a written demand for arbitration (“Demand”) only via first-class mail, FedEx, or UPS within the statute of limitations period. Your Demand shall be delivered to: Huma Contactless Legal Department, PH55 1818 Fannin Speedway, Houston, Texas, 77045, USA. The Demand must include (i) the name, telephone number, mailing address, and email address of the person or entity seeking arbitration; (ii) a statement of the legal claims asserted and the factual basis for those claims; (iii) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy; (iv) the original personal signature of the party seeking arbitration; and (v) the original personal signature of any legal counsel or other representative purporting to represent the party seeking arbitration. For purposes of this paragraph, “original personal signature” does not include any digital, scanned, electronic, copied, or facsimile signature. An original personal signature on the Demand certifies the following: (i) the Demand is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (ii) the claims and other legal contentions are warranted by existing law or by a non-frivolous argument for

extending, modifying, or reversing existing law or for establishing new law; and (iii) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. The original personal signature by the party seeking arbitration shall verify under penalty of perjury that the factual statements contained in the Demand are true and correct. Compliance with this paragraph tolls any applicable statute of limitations as to any dispute or claim subject to the Arbitration Agreement that is stated in the Demand.

D. Filing a Demand for Arbitration.

A party seeking arbitration of any dispute or claim subject to the Arbitration Agreement shall submit a copy of the Demand to the American Arbitration Association ("AAA") sixty (60) or more days after the Demand is initiated pursuant to Section X(C) of these Terms. The arbitration will be administered by the AAA pursuant to the current AAA Consumer Arbitration Rules, except to the extent modified by these Terms. The AAA rules and instructions are available on the AAA website at AAA Website.

E. Conduct of Arbitration.

In any arbitration of a dispute or claim that is subject to the Arbitration Agreement:

- You or Huma Contactless may file such dispositive motions as would be permitted by the Federal Rules of Civil Procedure without obtaining permission from the arbitrator. Upon the filing of any dispositive motion, the arbitrator may stay all further action and deadlines in the arbitration until deciding such motion.
- The parties shall have the right to conduct such discovery from the opposing party or any third party that is proportional to the needs of the claim or dispute, considering the importance of the issues at stake, the amount in controversy, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Proportionality shall be decided by the arbitrator when requested by either party.
- The arbitrator shall conduct any calls, conferences, or hearings by teleconference or videoconference, unless the arbitrator determines that an in-person hearing is appropriate. Any in-person hearing will be held at a location that is reasonably convenient. You and an employee of Huma Contactless shall attend all arbitrator calls, conferences, and hearings.
- A party may make a written offer of judgment at least seven (7) days before the date set for the arbitration hearing.
- If the arbitrator finds that a party's claim, counterclaim, or appeal was frivolous, asserted in bad faith, or pursued for purposes of harassment, the arbitrator

shall award the opposing party its attorneys' fees, costs, and expenses and all amounts charged by AAA for the arbitration.

- The arbitrator will follow these Terms and the law. The arbitrator shall not have the authority to commit errors of law or legal reasoning. The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that individual party's claim. The arbitrator may not award relief for or against anyone who is not a party, though the individual relief awarded by the arbitrator may incidentally affect non-parties.
- You or Huma Contactless may appeal an arbitration award that manifestly disregards the law by filing a notice of appeal with the AAA within 30 days after an award is rendered and delivered to the parties. The appeal shall be heard by a single arbitrator unless the parties agree to a multi-arbitrator appellate panel. The arbitrator(s) assigned to the appeal shall be selected by agreement of the parties from among those on the AAA Appellate Panel. If the parties are unable to agree, AAA shall appoint the arbitrator(s) from among those on the AAA Appellate Panel. An arbitrator who previously presided over any aspect of a case shall be ineligible from serving as an appellate arbitrator in that same case. The appeal, including briefing, shall be conducted pursuant to the parties' agreement or the appellate arbitrator(s)' orders if the parties are unable to agree.

F. Process for Arbitration Bellwether Demands.

If twenty-five (25) or more Demands for arbitration of a dispute or claim subject to the Arbitration Agreement are initiated (i) that involve common questions of law or fact and (ii) where the initiating parties are represented by the same law firm, the same group of coordinated law firms, or the same representative, then such Demands shall be coordinated pursuant to this paragraph. The group of claimants and group of respondents shall each select five (5) Demands, for a total of ten (10), to be filed with AAA (collectively the "Bellwether Demands"). Each of the Bellwether Demands shall be assigned by AAA to a different arbitrator chosen from its national roster. After ninety (90) days from the date all Bellwether Demands have been arbitrated and any appeals exhausted, any remaining Demands subject to this paragraph may be filed with AAA. The AAA Supplementary Rules for Multiple Case Filings shall apply to the extent they are not inconsistent with this paragraph. Notwithstanding any other provision in the Terms, You and Huma Contactless agree that a court of competent jurisdiction shall have authority to enforce the terms of this paragraph with injunctive or other relief.

G. Severability.

If (i) any dispute or claim subject to the Arbitration Agreement is filed as a class arbitration, class action, collective action, representative action, or Mass Action

and (ii) if the Class Action and Mass Action Waiver is held invalid or unenforceable as to such dispute or claim, then the Arbitration Agreement does not apply to that dispute or claim, and such dispute or claim must be brought in a court of competent jurisdiction. If any provision of Section XIII other than the Class Action and Mass Action Waiver is held invalid or unenforceable as to a particular dispute or claim, then such provision shall be severed from the Terms, and the remainder of the Terms shall be enforceable to the maximum extent permitted by law.

H. Applicable Law.

The Federal Arbitration Act ("FAA") governs the interpretation and enforcement of Section XIII of these Terms. If the FAA is found not to apply to any portion of Section XIII of these Terms, then the applicable laws of the State of Texas shall apply without regard to choice-of-law principles.

XIV. Termination

These Terms are effective unless and until terminated by either you or Huma Contactless. You may terminate these Terms at any time, provided that you discontinue any further use of the Site and cancel your membership. Huma Contactless also may terminate these Terms at any time and may do so immediately without notice, and deny you access to the Site, if in our sole discretion you fail to comply with any term or provision of these Terms. Upon any termination of these Terms by either you or Huma Contactless, you must promptly destroy all Materials and other Content downloaded or otherwise obtained from the Site, as well as all copies of such Content, whether made under these Terms or otherwise. The following sections survive termination of these Terms: Intellectual Property, User Ideas, Huma Contactless Membership Terms and In-Store Purchases, Limitation of Liability, Indemnification, Disputes, Arbitration, and Applicable Law.

XV. General

These Terms represent the complete agreement and understanding between you and Huma Contactless and supersede all prior agreements and representations between the parties with respect to the subject matter of these Terms. These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and Huma Contactless. Headings used in these Terms of Use are for reference purposes only and in no way define or limit the scope of the section. Except as provided in Section XIII above, if any provision of these Terms is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable, and the other terms of these Terms will remain in full force and effect. Except as provided in Section XIII above, these Terms shall be interpreted and governed by the applicable laws of the State of Texas

without regard to choice-of-law principles. The failure of Huma Contactless to act with respect to a breach of these Terms by you or others does not constitute a waiver and will not limit Huma Contactless's rights with respect to such breach or any subsequent breaches. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these Terms without restriction. Any use of the term “including” or variations thereof in these Terms shall be construed as if followed by the phrase “without limitation.” Notices to you (including notices of changes to these Terms) may be made via posting to the Site or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

XVI. How to Contact Us

If you have any questions or comments, please contact us at support@xihuma.com.

Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us.