

AUGX LABS, INC.

Terms of Service

Last updated September __, 2022

These Terms of Service (the “**Terms**”) constitute a legally binding agreement made between you, the individual or entity accepting these Terms (“**you**”), and AugX Labs, Inc. (“**AugX**,” “**we**,” or “**us**”), concerning your access to and use of the Service (as defined below). The Service is offered subject to your acceptance of all terms and conditions set forth herein.

PLEASE READ THESE TERMS CAREFULLY. BY CLICKING “I ACCEPT” OR BY ACCESSING OR USING THE SERVICE IN ANY MANNER, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND BY SUCH OTHER TERMS, CONDITIONS, POLICIES, AND DOCUMENTS THAT MAY BE INCORPORATED HEREIN BY REFERENCE, INCLUDING, WITHOUT LIMITATION, THE AUGX PRIVACY POLICY; (B) AFFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE (OR HAVE REACHED THE AGE OF MAJORITY IN THE JURISDICTION WHERE YOU RESIDE); AND (C) IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER ORGANIZATION, REPRESENT AND WARRANT THAT YOU HAVE THE ORGANIZATIONAL AND LEGAL AUTHORITY TO ACCEPT THESE TERMS ON SUCH COMPANY’S OR OTHER ORGANIZATION’S BEHALF AND TO BIND SUCH COMPANY OR ORGANIZATION. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SERVICE IN ANY MANNER.

THESE TERMS MAY REQUIRE THE USE OF BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES RATHER THAN JURY TRIALS OR CLASS ACTIONS, IN ACCORDANCE WITH THE TERMS OF SECTION 22 (**DISPUTE RESOLUTION**) BELOW.

AUGX MAY REFUSE ACCESS TO OR USE OF THE SERVICE FOR NONCOMPLIANCE WITH ANY PART OF THESE TERMS. THESE TERMS ARE VOID WHERE PROHIBITED BY LAW, AND ANY RIGHTS TO ACCESS OR USE THE SERVICE ARE REVOKED IN SUCH JURISDICTIONS.

- 1. THE SERVICE.** AugX operates an online service through its website with a homepage at [SITE], including such subdomains and other websites or applications as AugX may designate from time to time (the “**Site**”), and all features, content, tools, applications, application program interfaces, widgets and other tools and services included on the Site (collectively, the “**Service**”), which Service allows users to generate a compilation of visual content based on and complementary to audio content, in an automated and streamlined manner.
- 2. CHANGES TO THE TERMS.** AugX reserves the right to modify or change these Terms, in whole or in part, at any time and in its sole discretion. Without limiting the generality of the foregoing, AugX reserves the right to begin to charge fees for use of the Service, even where the Service was previously made available free of charge, whether with respect to the Service, generally, or with respect to certain premium features or functionality thereof. Any modifications or changes to these Terms will be effective immediately upon posting to the Site, unless otherwise specified in the updated Terms. Your continued access to and use of the Site or the Service confirms your acceptance of these Terms and any changes or modifications made to these Terms. You should

review these Terms and the Privacy Policy frequently and ensure you understand all terms, conditions, and policies applicable to your access to and use of the Site and the Service.

- 3. ACCESS TO THE SERVICE.** Subject to and conditioned upon your compliance with these Terms, AugX hereby grants to you a personal, revocable, limited, non-transferable, non-exclusive right to access and use the features and functionality of the Service, solely for your personal, non-commercial use. AugX may suspend or terminate your access to the Service or any component thereof at any time and for any reason, including if AugX determines you have violated these Terms. We may modify, discontinue, or replace the Site, the Service, or any Subscription (as defined below) or any portion of the foregoing from time to time in our sole discretion and without prior notice to you.
- 4. USER ACCOUNTS.** In order to access and use the Service or certain features thereof, you may be required to establish a AugX profile and user account (a “**User Account**”). You must provide true, accurate, current, and complete information as prompted by the applicable registration form, and you are responsible for keeping such information up to date. You are responsible and liable for all activities conducted through your User Account, regardless of who conducts those activities. You are responsible for maintaining the confidentiality of any user IDs, passwords and other credentials associated with your User Account, and shall immediately notify AugX of any actual or suspected unauthorized access to or use of your User Account or any associated user IDs, passwords, or other credentials. You will cooperate fully with AugX and take all actions that AugX reasonably deems necessary to maintain or enhance the security of the Service, the Site, or AugX’s computing systems and networks. AugX is not and shall not be deemed liable for any loss or damage to you arising from your failure to comply with this Section 4.
- 5. USER CONTENT.**

 - a. *Your Submitted Content.* The Service may permit you to upload or input audio and/or visual content (including, without limitation, images, videos, and audio files) to be used by you in connection with the Service for purposes of creating Generated Content (as defined below). As between you and AugX, you are solely responsible for any such audio and/or visual content and for any other information, data, materials, trademarks, tradenames, logos, and other content that you upload or input to or in connection with the Service (collectively, “**Submitted Content**”), and for the accuracy, quality, integrity, legality, reliability, and appropriateness of the same. Without limiting the generality of the foregoing, you shall not upload or input to or in connection with the Service any Submitted Content or other information, materials, or content that (i) infringes the intellectual property rights, rights of privacy or publicity, or other proprietary rights of any third party, (ii) you know to be inaccurate, incomplete, or incorrect, (iii) violates any applicable law, (iv) is, or is likely to be considered, immoral, libelous, tortuous, defamatory, threatening, vulgar, or obscene or harmful to minors, or (v) contains any malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code. Additionally, you represent and warrant to AugX that, with respect to any Submitted Content in which any individual is pictured or recorded (audially or visually), you have or have obtained all permissions and consents from such individual (and, where such

individual is a minor, from such minor's legal guardian) necessary for you to properly comply with these Terms, to grant the license set forth in Section 14(d), and to otherwise access and use (and permit the access and use of) such Submitted Content as contemplated hereunder.

- b. *Content from other Users.* The Service may contain or allow you to view content provided or created by other Service users ("**Participant Content**"). AugX is not responsible for and does not control Participant Content, including, without limitation, the appropriateness, legality, accuracy, or completeness of the same. You acknowledge and agree that your access, viewing, or use of Participant Content is at your own risk. Any opinions, recommendations, advice, or other information disseminated through Participant Content are those of the respective user, and AugX shall have no responsibility or liability with respect to the same. AugX does not attempt to vet or review all Participant Content, and AugX makes no representations or warranties to you, and shall not be liable to you for, the conduct of its users or for any Participant Content. If you believe that another user has violated these Terms, including, without limitation, with respect to Participant Content, please promptly report the violation to AugX by email at [EMAIL].

6. THIRD PARTY CONTENT.

- a. *Access to Third Party Content.* In connection with the Service, you may be provided access to certain third-party images or other content for purposes of facilitating your creation of Generated Content ("**Third Party Content**"). You understand and acknowledge that any Third Party Content is made available to you by way of courtesy only, and that certain Third Party Content may not be accessible at all times or in all geographic locations. AugX makes no representations or warranties, whatsoever, regarding the availability, accuracy, quality, reliability, or appropriateness of any such Third Party Content, and AugX disclaims any responsibility or liability with respect to any Third Party Content or for any acts or omissions of the providers thereof. To the extent you choose to use or access Third Party Content, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws and privacy and data collection laws. AugX and its licensors reserve the right to change, suspend, remove, or disable access to any Third Party Content at any time without notice and without liability to you.
- b. *Restrictions.* Third Party Content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms of use of the applicable third-party provider. Without limiting any other obligations hereunder, including, as may be set forth in this Section 6 or in Section 10, you agree to comply with all such terms of use, licenses, or other restrictions with respect to the Third Party Content that are posted or linked to the Site or otherwise presented to you through the Service ("**Third Party Content Terms**"). Additionally, except where otherwise expressly set forth in the applicable Third Party Content Terms, you agree and acknowledge that: (i) you receive no ownership or other rights in or to the Third Party Content by virtue of your use of the Service, other than the limited use rights set forth herein; and (ii) you may not use, extract or distribute, commercially or otherwise, on a standalone basis, any Third Party Content contained in or made accessible to you through the Service, or otherwise use the Third

Party Content for any purpose other than to create Generated Content through the Service as permitted herein. You agree to indemnify and hold AugX harmless from and against any costs, losses, or liability arising in any way from your breach of any Third Party Content Terms, applicable law, or any other restrictions or obligations set forth herein with respect to Third Party Content.

7. GENERATED CONTENT

- a. *Creation of Generated Content.* The Service may permit you to use Third Party Content and/or Submitted Content to generate a compilation of visual content based on and complementary to audio content (“**Generated Content**”). You are solely and exclusively responsible for Generated Content that you create, including the selection and use of Third Party Content and/or Submitted Content with respect to the same. By creating any Generated Content, you represent, warrant, and covenant that: (i) to the extent your Generated Content contains Submitted Content, you have all rights, licenses, and permissions necessary to use such Submitted Content, and that the Submitted Content otherwise complies in all respects with the requirements of Section 5(a) hereof; (ii) the Generated Content is not, nor is it likely to be considered, immoral, libelous, tortuous, defamatory, threatening, vulgar, or obscene or harmful to minors; (iii) the Generated Content does not violate any applicable law; and (iv) except to the extent caused solely by incorporated Third Party Content, the Generated Content does not violate the intellectual property rights, rights of privacy or publicity, or other proprietary rights of any third party.
- b. *Posting of Generated Content.* The Service may permit you to download your Generated Content or to post your generated content to public spaces within the Service or to third-party social media or similar platforms (a “**Social Media Platform**”). You, and not AugX, are solely and completely responsible for your use of any Generated Content, including, without limitation, for any downloading, posting, or other transmission of the same. You agree and acknowledge that any use of Generated Content by you, including, without limitation, any downloading, posting, or other transmission of the same, is permitted for your personal, non-commercial purposes only, and may not violate any provision of these Terms or applicable law. To the extent you elect to post any Generated Content on any Social Media Platform, you understand that such posting may be subject to additional terms and conditions established by the applicable Social Media Platform and that you are solely and completely responsible for ensuring your compliance with such terms and conditions. You agree to indemnify and hold AugX harmless from and against any costs, losses, or liability arising in any way from your use of Generated Content, including, without limitation, your downloading, posting, or transmission of the same, or otherwise arising in any way from your activities on or with respect to any Social Media Platform.

8. **AUGX OBLIGATIONS.** You acknowledge and agree that AugX does not, nor is it obligated to, monitor or police any communications or data, information, materials, or content (including Submitted Content, Participant Content, Generated Content, and Third Party Content) transmitted through, posted to, or otherwise available or viewable on the Site or the Service, and AugX will not be responsible for such data, information, materials, or content (including

Submitted Content, Participant Content, Generated Content, and Third Party Content). Notwithstanding the foregoing, however, AugX may, at its option and in its sole discretion, monitor and review or remove or delete from the Site or the Service any data, information, materials, or content (including any Submitted Content, Participant Content, Generated Content, or Third Party Content) that AugX determines violates these Terms in any manner, or that AugX otherwise determines is, or is likely to be, hazardous, objectionable, or exposes AugX or any of its licensors, service providers, or other users of the Service to risk of danger or liability.

9. OBJECTIONABLE MATERIALS. You understand and acknowledge that, by accessing and using the Service, you may encounter content (including, without limitation, Third Party Content and Participant Content) that could be deemed offensive, indecent, or objectionable, or which may or may not be identified as having explicit language (“**Objectionable Materials**”). Although AugX has implemented reasonable technological and operational safeguards in an effort to limit the availability and dissemination of Objectionable Materials through the Service, these safeguards are not completely effective in all circumstances and may, from time to time, fail to accurately identify and/or prevent the display of Objectionable Materials. Additionally, we note that any determination as to what constitutes Objectionable Material is a matter of personal opinion, and AugX cannot guarantee that the parameters used by AugX in identifying Objectionable Materials will align with the opinions of all users. Accordingly, you agree that any use of the Service by you is at your sole risk and that AugX shall have no liability to you for any content that may be found to be Objectionable Material.

10. PROHIBITED ACTIVITIES. You agree to access and use the Site and the Service solely for your personal, non-commercial use, and in accordance with all applicable law. You shall not, and shall not attempt to: (i) copy, reproduce, frame, mirror, modify, decompile, disassemble, create derivative works based on, or reverse engineer the Site or the Service or any associated software or materials (except to the extent that applicable law prohibits or restricts reverse engineering restrictions); (ii) copy, modify, create derivative works of, retransmit, sell, license, exploit, reuse, repost, broadcast, or otherwise distribute any content made available to you through the Site or the Service, including without limitation, Participant Content; (iii) provide any third parties with access to any of the Service, or use any of the Site or the Service for time sharing or similar purposes for the benefit of any third party; (iv) sell, resell, rent or lease the Service; (v) remove any copyright or proprietary notices contained in the Site or in the Service or in any output thereof or content available therethrough (including, without limitation, Third Party Content); (vi) breach, disable or tamper with, or develop or use (or attempt) any workaround for, any security measure provided or used by the Site or the Service; (vii) scrape or access the Site or the Service via any bot, web crawler or non-human user; (viii) access or use (or permit a third party to access or use) the Site or the Service for any unlawful purpose or for purposes of monitoring the availability, performance or functionality of the Site or the Service or for any other benchmarking or competitive purposes; (ix) misrepresent your identity; (x) stalk or harass any other user of the Service; (xi) attempt to gain unauthorized access to the Site or the Service or any related systems, software or networks; (xii) access the Site or the Service in order to build a competitive product or service, or copy any features, functions or graphics of the Site or the Service; (xiii) use the Site or the Service to transmit viruses or malicious code; (xiv) deceive or defraud any individual or

entity, including any other user of the Service; or (xv) make any use of, or take any other action with respect to, the Site or the Service or any component thereof in a manner that violates applicable law or any provision of these Terms.

11. TERM AND TERMINATION. These Terms shall remain in full force and effect while you use or have access to the Service. AugX may terminate or restrict your access to any or all of the Service or to your User Account, for any reason, and without warning, and AugX reserves the right to discontinue or modify any aspect of the Site or the Service at any time. Any termination of these Terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. Upon termination of these Terms, you will remain liable for any accrued charges and amounts due as of the date of such termination, if any, and shall immediately cease to use the Site and the Service.

12. SUBSCRIPTIONS AND FEES

- a. *Subscriptions.* Although AugX currently offers limited access to the Service free of charge to users, certain enhanced access and features (each, a **"Premium Service"**) may be purchased by you on a paid subscription basis (a **"Subscription"**). The scope of benefits available to you with respect to any Premium Service shall be as described or otherwise limited by the terms disclosed to you at the time of your purchase of the Subscription through the Site.
- b. *Free Trial.* Your access to a Premium Service pursuant to a Subscription may be preceded by a free trial (a **"Trial"**). We reserve the right, in our sole discretion, to determine your eligibility for a Trial. If you receive a Trial, you may only use those portions of the Premium Service included in your Trial, only for the duration of that Trial, and only for the purpose of evaluating the desirability of purchasing a Subscription. Upon the expiration of any Trial period, your access to the Premium Service will cease, except where you have purchased a Subscription in accordance with the terms hereof.
- c. *Cancellation.* Unless otherwise expressly set forth in any applicable terms presented to you at the time of purchase, you may cancel your Subscription at any time; provided, however, that any such cancellation shall not become effective until the expiration of your then-current subscription term. If you cancel your Subscription, you will continue to have access to the applicable Premium Service(s) in accordance with the terms of your applicable Subscription for the remainder of the then-current subscription term. AUGX DOES NOT PROVIDE REFUNDS OR CREDITS WITH RESPECT TO PREMIUM SERVICES OR ANY SUBSCRIPTION, INCLUDING FOR ANY PARTIALLY USED SUBSCRIPTION TERMS. To cancel a Subscription, please send a written cancellation request via email to AugX at [EMAIL], and include the phrase **"CANCEL SUBSCRIPTION"** in the subject line.
- d. *Payment Method.* You must have a current and valid credit card, debit card, or other payment method acceptable to or as specified by AugX (a **"Payment Method"**) in order to purchase any Subscription. By establishing a User Account and providing your Payment Method to AugX during the registration process or otherwise, you are expressly authorizing AugX to charge any Subscription purchases you make to the Payment Method you provided at registration (or to a different Payment Method if you change your Payment Method information in your User Account or provide us with a different

Payment Method at check-out). Please note that prices and fees (including Subscription fees) are subject to change at any time upon posting. ALL SUBSCRIPTION FEES AND OTHER CHARGES ARE FULLY EARNED UPON PAYMENT AND ARE NON-REFUNDABLE.

- e. *Taxes.* The fees specified in these Terms or otherwise applicable to your use of the Service or any Premium Service are exclusive of taxes, duties, levies, tariffs, and other governmental charges (including, without limitation, VAT) (collectively, “**Taxes**”). You are responsible for payment of all Taxes and any related interest and/or penalties resulting from any payments made hereunder, other than any taxes based on AugX’s net income.
- f. *Promotions.* AugX may offer from time to time promotions on the Site or with respect to the Service (including, without limitation, Trials) that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

13. PRIVACY

- a. *Our Use of Personal Information.* You acknowledge and agree that information collected by AugX is subject to our Privacy Policy. By accessing or using the Site or the Service, you consent to all actions we take with respect to your information in compliance with our Privacy Policy.
- b. *Your Use of Personal Information.* Through your use of the Service, including, without limitation, your use of or participation in public areas of the Service, you may be provided or receive access to the personal information of other users of the Service (“**User Information**”). You agree that you shall only access or use User Information exclusively for the purpose for which it was provided or made available to you. You may not disclose, sell, rent, or distribute any User Information to a third party for any purpose not directly related to and necessary for your use of the Service. Additionally, you may not use User Information for marketing purposes, via electronic or other means, unless you obtain the consent of the specific user to do so.

14. INTELLECTUAL PROPERTY

- a. *AugX Intellectual Property.* As between you and AugX, the Site, the Service, and any Premium Services, and all software and other technologies embodied in or used to provide any of the foregoing, and all intellectual property rights therein or relating thereto, are and shall remain the exclusive property of AugX. No rights are granted to you other than as expressly set forth herein.
- b. *Third Party Content.* Ownership of any Third Party Content displayed or accessible through the Service, including all intellectual property rights to the foregoing, shall remain vested in the applicable third-party provider.
- c. *User Content.* As between you and AugX, but subject to Section 14(d) hereof, you own all right, title and interest in and to your Submitted Content and, except to the extent incorporating any Third Party Content, to your Generated Content.
- d. *License to User Content.* You hereby grant to AugX an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit,

excerpt (in whole or in part), and distribute your Submitted Content and Generated Content for purposes of providing the Service, and for such other purposes as may be set forth herein. You waive all moral rights in your Submitted Content and Generated Content, and you warrant that moral rights have not otherwise been asserted in your Submitted Content or (except with respect to any Third Party Content incorporated therein) in your Generated Content. Additionally, you represent and warrant to AugX that you have all rights necessary to grant the rights and licenses granted to AugX under these Terms.

- e. *Feedback.* To the extent you provide AugX with any suggestions, feature requests, evaluation results, feedback, or other input in relation to any aspect of the Site or the Service (collectively, “**Feedback**”), you hereby assign and agree to assign to AugX all right, title and interest in and to such Feedback, including any intellectual property rights therein, and agree that AugX will be free to use such Feedback in any manner, including by implementing such Feedback in the Site, the Service, and/or AugX’s other technologies, products and services, without compensation or other obligation to you.
- f. *Data Use.* Without limiting any of AugX’s other rights hereunder, AugX shall have the right to collect, examine, extract, model, manipulate, aggregate, collate, analyze, create analysis using, reproduce and otherwise use, on a de-identified basis, any information, including, without limitation, usage information, that AugX learns, acquires or obtains in connection with these Terms, within the scope of its regular business operations, including, without limitation, (i) developing, operating, and ensuring the integrity of data sets, algorithms or other analytical tools, (ii) testing, implementing, benchmarking, integrating, developing, optimizing or improving AugX software and other products and services, and (iii) marketing, distributing, or otherwise making AugX products and services available to its customers.

15. THIRD PARTY APPLICATIONS. The Site and/or the Service may contain links to or otherwise utilize or allow you to access third party applications and services, including, without limitation, Social Media Platforms and sites and services providing Third Party Content (collectively, “**Third Party Services**”) that are not owned or controlled by AugX. When you access third party websites or Third Party Services, you do so at your own risk. AugX encourages you to be aware when you leave the Site and the Service and to read the terms and conditions and privacy policy of each third-party website or Third Party Service, including, without limitation, any Third Party Content Terms (collectively, “**Third Party Terms**”) that you visit or from which you access any product or service. AugX has no control over, and assumes no responsibility for, the content, accuracy, Third Party Terms, or practices of any third-party website or Third Party Service. In addition, AugX will not and cannot monitor, verify, censor, or edit the content of any third-party website or Third Party Service. When you visit or use a third party’s website or Third Party Service, you acknowledge that such website or Third Party Service is subject to the applicable Third Party Terms, and you release us from any liability arising from your use of such websites or Third Party Service. You acknowledge that we are not responsible for such third parties or their products or services. Any such activities, and any Third Party Terms associated with such activities, are solely between you and the applicable third party.

16. DISCLAIMER OF WARRANTIES. THE SITE, THE SERVICE, AND ANY PREMIUM SERVICES ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, AND AUGX HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, TITLE, AND NON-INFRINGEMENT. NEITHER AUGX NOR ANY PERSON ASSOCIATED WITH AUGX MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE, THE SERVICE, OR ANY PREMIUM SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER AUGX NOR ANYONE ASSOCIATED WITH AUGX REPRESENTS OR WARRANTS THAT THE SITE, THE SERVICE, OR ANY PREMIUM SERVICES, OR ANY RESULTS GENERATED THEREFROM, WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE, THE SERVICE, THE PREMIUM SERVICES, OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE, THE SERVICE, OR THE PREMIUM SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. AUGX MAKES NO REPRESENTATIONS OR WARRANTIES THAT ANY CONTENT DISPLAYED, POSTED TO, GENERATED, OR OTHERWISE MADE AVAILABLE THROUGH THE SITE, THE SERVICE, OR ANY PREMIUM SERVICES (INCLUDING, WITHOUT LIMITATION, ANY SUBMITTED CONTENT, THIRD PARTY CONTENT, GENERATED CONTENT OR PARTICIPANT CONTENT) WILL BE APPROPRIATE, COMPLETE, ACCURATE, OR RELIABLE, AND YOU ARE SOLELY RESPONSIBLE FOR YOUR ACCESS TO, VIEWING OF, AND USE OF SUCH CONTENT. AUGX FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES, AND DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR, ANY THIRD PARTY CONTENT OR PARTICIPANT CONTENT MADE AVAILABLE THROUGH THE SERVICE, THE ACTIONS OF OTHER USERS OF THE SERVICE, OR ANY THIRD PARTY SERVICE (INCLUDING, WITHOUT LIMITATION, THE ACTS OR OMISSIONS OF ANY PROVIDER OF THIRD PARTY CONTENT). AS BETWEEN YOU AND AUGX, YOU ASSUME ALL RISK IN CONNECTION WITH YOUR USE OF AND RELIANCE ON THE SITE, THE SERVICE, ANY PREMIUM SERVICES, AND ALL CONTENT (INCLUDING, WITHOUT LIMITATION, ALL THIRD PARTY CONTENT, PARTICIPANT CONTENT, AND/OR GENERATED CONTENT) AVAILABLE THERE THROUGH OR GENERATED THEREON.

YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR YOUR USE OF THE SERVICE AND FOR YOUR CREATION AND/OR USE OF ANY GENERATED CONTENT, AND YOU ACCEPT ALL RISKS WITH RESPECT TO ANY ACTIONS YOU TAKE WITH RESPECT TO THE SITE, THE SERVICE, AND ANY OUTPUT OR PRODUCT THEREOF.

17. INDEMNITY. You agree to indemnify, defend, and hold AugX and its officers, directors, employees, agents, licensors, and service providers harmless from and against any claims, liabilities, losses, damages, judgments, awards, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to (a) your violation of these Terms, including, but not limited to, any access to or use of the Site, the Service, or any Premium Service in any manner not expressly authorized hereunder; (b) any claim that the Submitted Content or Generated Content infringes, misappropriates, or otherwise violates the intellectual property rights or rights of privacy of any third party, except, in the case of Generated Content, to the extent caused exclusively by Third Party Content incorporated therein; (c) your negligence or willful misconduct; (d) your breach of

any applicable law, rule, or regulation or your violation of the rights of any third party; and (e) your violation of any Third Party Content Terms or other Third Party Terms, including, without limitation, those of any Social Media Platform. We reserve the right, at our own expense, to assume the exclusive defense and control of any action subject to indemnification by you, and in such event you agree to cooperate with us in defending such action.

18. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL AUGX OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SITE, THE SERVICE, THE PREMIUM SERVICES, OR ANY CONTENT GENERATED THEREON OR MADE AVAILABLE THERETHROUGH, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF DATA, DAMAGE TO OR LOSS OF PROPERTY, OR PERSONAL INJURY OR DEATH, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IF, NOTWITHSTANDING THE PROVISIONS OF THIS SECTION, AUGX IS FOUND LIABLE FOR ANY LOSS OR DAMAGE UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SUBJECT MATTER OF THESE TERMS, IN NO EVENT WILL AUGX'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY YOU TO AUGX IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT FIRST GIVING RISE TO THE CLAIM. If you are not satisfied with the Site or the Service, your sole and exclusive remedy is to cease all access to and use of the Site and the Service.

Some jurisdictions do not allow the limitation of liability for incidental or consequential damages or other damages or liability, so the foregoing limitations may not apply to you. To the extent that in a particular circumstance any limitation on damages or liability set forth in this Section is prohibited by applicable law, then, instead of the provisions hereof in such particular circumstance, AugX shall be entitled to the maximum limitations on damages and liability available at law and equity in that particular circumstance.

You and AugX understand and agree that the disclaimers, exclusions, and limitations in this Section 18 and in Section 16 are essential elements of these Terms and that they represent a reasonable allocation of risk. In particular, you understand that AugX would be unable to make the Site or the Service available to you except on these terms and agree that these Terms will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose.

19. DIGITAL MILLENNIUM COPYRIGHT ACT

AugX is committed to respecting and protecting the legal rights of copyright owners in accordance with the Digital Millennium Copyright Act (Section 512(c)(3) of the DMCA (17 U.S.C. § 512 et seq.)). If you believe any content infringes your intellectual property rights, please submit a notice to us describing such infringement (a "**DMCA Takedown Notice**") with the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
- Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, email address;
- A statement 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; and
- A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Any DMCA Takedown Notice should be sent to: [EMAIL]. You acknowledge that for AugX to be authorized to takedown any content, your DMCA Takedown Notice must comply with all of the requirements of this Section.

20. SERVICE SUPPORT. If you encounter technical problems when using the Service, please email us at [EMAIL].

21. OPERATION FROM THE UNITED STATES. The Service is hosted by servers located in the United States. Using the Service may be prohibited or restricted in certain other countries. If you use the Site or the Service from outside of the United States, you are responsible for complying with the laws and regulations of the applicable territory. Without limiting the foregoing, if you attempt to use the Site or the Service from a physical location in the European Union, United Kingdom, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from United States laws, please be advised that through your continued use of the Site or the Service, which is governed by U.S. law and these Terms (including the AugX Privacy Policy): (i) you are transferring your personal information to the United States; and (ii) you hereby consent to such transfer, to the application of the laws of the United States and the [State of New York] with respect to any dispute arising from or related to the Privacy Policy and your use of the Site or the Service, and to the exclusive jurisdiction of the courts of the United States and the [State of New York].

22. DISPUTE RESOLUTION.

Please read this Section carefully. It impacts the rights that you may otherwise have. It provides for resolution of most disputes through individual arbitration instead of trial courts and class actions. This “Dispute Resolution” section survives any expiration or earlier termination of these Terms.

Informal Dispute Resolution. As a condition precedent which must be satisfied prior to initiating any arbitration or other action against the other party, both you and AugX agree to the following dispute resolution procedure: In the event of any controversy, claim, action or dispute arising out of or related to the Site or the Service, or the breach, enforcement, interpretation, or validity of these Terms (“**Claim**”), the party asserting the Claim must first try in good faith to settle such

Claim by providing written notice, by first class or registered mail, to the other party describing the facts and circumstances (including any supporting documentation) of the Claim. The party asserting the Claim must allow the receiving party 30 days in which to respond to or settle the Claim.

For purposes of this Section, notices must be sent as follows:

- If to AugX: to AugX, Inc., Attn: Legal/Compliance, [ADDRESS], with a copy emailed to [EMAIL].
- If to you: to any address listed in or associated with your User Account or that you otherwise submit to us through your use of the Service.

Arbitration. To the extent you cannot resolve any Claim through the informal dispute resolution procedure set forth above, and except as otherwise set forth herein, a Claim must be resolved through binding individual arbitration. You agree to give up your right to go to court to assert or defend your rights under these Terms and with respect to any Claim. You and AugX each expressly delegate to the arbitrator the authority to determine the arbitrability of any Claim, including the scope, applicability, validity, and enforceability of this arbitration provision.

To begin an arbitration proceeding, you must send a written request to AugX at: AugX, Inc., Attn: Legal/Compliance, [ADDRESS], with a copy emailed to [EMAIL]. You agree that the arbitration will be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA’s website www.adr.org, or by calling the AAA at (800) 778-7879. In accordance with the AAA Rules, you must also send a copy of your written demand for arbitration to AAA when submitting your request to AugX. In the event that the AAA is unable or unwilling to initiate arbitration within fourteen (14) days of receiving a demand for arbitration, arbitration may be conducted by JAMS, Inc. (in accordance with its Streamlined Arbitration Rules & Procedures) or by any other mutually agreeable arbitration administration service. You and AugX each agree that these Terms evidence a transaction in interstate commerce and that this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law and will not be governed by state law. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The arbitration will be conducted in the English language. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief to the extent required to satisfy your individual claim, and must follow and enforce these Terms as a court would. Any arbitration shall be confidential, and neither you nor AugX may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

In lieu of arbitration, and notwithstanding anything in this section to the contrary, either you or AugX may bring any individual claim in small claims court consistent with the jurisdictional and dollar limits that may apply, but only if it is brought and maintained as an individual claim. Additionally, and notwithstanding anything herein to the contrary, nothing in this section shall prohibit you or AugX from seeking temporary injunctive relief in a court of competent jurisdiction to prevent an imminent or stop an actual breach of these Terms.

Class Action and Jury Waiver. You and AugX each agree that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If a court or arbitrator determines in an action between you and AugX that this class action waiver is unenforceable, the arbitration agreement set forth above will be void as to you. If for any reason a Claim proceeds in court rather than through arbitration, you and we each waive any right to a jury trial.

23. MISCELLANEOUS

- a. *Service Availability.* You agree and acknowledge that the Site, and/or the Service may be temporarily unavailable due to maintenance or other development activities. AugX will use commercially reasonable efforts to provide you with advance notice of any such unavailability, but shall not have any liability to you for any planned or unplanned unavailability or downtime.
- b. *Content Retention.* You agree and acknowledge that AugX is not a provider of content back-up or archiving services. As between you and AugX, you are solely and exclusively responsible for backing up and archiving any Submitted Content or Generated Content. AugX reserves the right, upon any termination of your right to access or use the Service, to delete any Submitted Content or Generated Content without notice or liability to you.
- c. *Assignment.* You may not assign or transfer these Terms or any of your rights or obligations hereunder to any other person without AugX's prior written consent. Any purported assignment in violation of this paragraph is void and of no effect. These Terms are freely assignable by AugX. These Terms shall be binding on the parties and their permitted successors and assigns. Except as otherwise set forth herein, a person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.
- d. *Force Majeure.* We will not be liable for any delay or failure in the performance of our obligations under these Terms if the delay or failure is due to any cause outside of our reasonable control.
- e. *Governing Law and Venue.* These Terms and any dispute or claim arising out of or related to these Terms, their subject matter, or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of [New York], other than such laws and case law that would result in the application of the laws of a jurisdiction other than the State of [New York]. The United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts located in [New York, New York].
- f. *Notices.* Except as otherwise set forth herein, any notice given under these Terms by any party to another party must be in writing and sent by email, and will be deemed to have been given upon transmission. Notices to AugX must be sent to [EMAIL]. Notices to you will be sent to any email address associated with your User Account or that you otherwise submit to us through your use of the Service. For contractual purposes, you consent to receive communications from us in electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide

to you electronically satisfy any legal requirement that such communications be in writing.

- g. *California Residents.* If you are a California resident, you may report a complaint to the Complaint Assistance Unit of the Division of Consumer Services at the California Department of Consumer Affairs by telephone at (800) 952-5210 or by mail at 400 R Street, Sacramento, CA 95814, United States.
- h. *Severability and Waiver.* If any part or provision of these Terms is held by a court of competent jurisdiction to be invalid, unenforceable, or in conflict with the law, that part or provision shall be replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision, and the remainder of these Terms will continue in full force and effect. Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If we waive any breach of these Terms, such waiver will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.
- i. *Entire Agreement.* These Terms, together with the Privacy Policy, constitute the sole and entire agreement between you and AugX with respect to the subject matter hereof, and supersede and extinguish all prior agreements, representations (whether oral or written), and understandings regarding such subject matter. The provisions of the following Sections of these Terms will survive any termination of this Agreement: Section 4 (with respect to the final sentence only); Sections 5 through 11; Section 12(c)-(e); Sections 13 through 19; and Sections 21 through 23.

For more information or other questions, please contact us at:

AugX Labs, Inc.

[ADDRESS]

[EMAIL]