

# TERMS AND CONDITIONS

These Terms and Conditions (“Agreement”) are agreed to between Elevux LLC (“Company”) and you, or, if you represent an entity or other organization, that entity or organization (in either case “You”).

Company offers an online platform known as InfoBox (the “Platform”) for the purpose of allowing users to locate information quickly and efficiently using artificial intelligence as well as additional services, functionality, and resources made available through the Platform (“Services”).

THE PLATFORM IS A BETA RELEASE AS OF THE TIME OF THIS AGREEMENT. THIS AGREEMENT WILL BE UPDATED ONCE THE PLATFORM IS MADE GENERALLY AVAILABLE. CONTINUED USE OF THE PLATFORM WILL CONSTITUTE ACCEPTANCE OF ANY UPDATES TO THIS AGREEMENT.

This Platform is the copyrighted property of Company or the copyrighted property of parties from whom Company has licensed such property. All rights in the Platform are reserved worldwide. It is strictly prohibited to retain, copy, distribute, publish, or use any portion of the Platform except as expressly allowed in this Agreement. Company reserves the right to add to, delete from, or modify any part of the Platform at any time without prior notice.

YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS AND SUITABILITY OF THE PLATFORM FOR YOU AND FOR USING THE PLATFORM BASED ON YOUR PARTICULAR CIRCUMSTANCES.

This Agreement is entered into as of the earliest date You first access or use the Platform (the “Effective Date”). This Agreement includes all terms and conditions below. This Agreement applies to the Platform, including all Services available through the Platform. This Agreement is the complete and exclusive agreement between You and Company regarding Your access to and use of the Platform or any Content (as defined below) or Services.

This Agreement supersedes any prior agreement or proposal, oral or written, and any other communications between You and Company relating to Your use of the Platform or any Content or Services.

PLEASE CAREFULLY READ THIS AGREEMENT. BY ACCESSING OR USING THE PLATFORM, INCLUDING ANY CONTENT OR SERVICES, OR BY CLICKING A BOX THAT STATES THAT YOU ACCEPT OR AGREE TO THESE TERMS, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT.

1. **Definitions.** Terms used in this Agreement have the definitions given in this Agreement or, if not defined in this Agreement, have their plain English meaning as commonly interpreted in the United States.

2. **Term.** This Agreement will be effective upon the Effective Date and continue until such time as the Company or You terminate your use of the Platform.
3. **Modifications.** Company reserves the right, at any time, to modify the Platform and any portion of the Content or Services, with or without notice to You, by making those modifications available on the Platform. Company also reserves the right, at any time, to modify the terms of this Agreement. Company will inform You of the presence of any changes to this Agreement by posting those changes on the Platform or by providing You with notice through the Platform. Any modifications will be effective as of the posting on the Platform or delivery of such notice through the Platform. You may terminate this Agreement as set forth below if you object to any such modifications; however, You will be deemed to have agreed to any and all modifications through Your continued use of the Platform, Content, or Services following such notice period.
4. **Eligibility.** The Platform and all Content and Services are intended for use by individuals 18 years of age and older. If You are not 18 years of age or older, You agree not to access or use the Platform or any Content or Services. You agree not to allow any individual under 18 years of age to access or use the Platform, regardless of whether You are the parent or guardian of that individual. In the event You are using the Platform on behalf of company or organization, You must have the requisite authority to bind such company or organization to the terms and conditions of this Agreement. Your use of the Platform acknowledges this requisite authority.
5. **Accounts.**
  - 5.1. **Accounts.** Subject to the terms of this Agreement, You may be permitted to access certain Content and Services through the Platform without establishing an account on the Platform; however, access to the Platform generally requires that You register as a user of the Platform (a "User") and establish a user account on the Platform (an "Account"). Approval of Your request to establish and maintain any Account will be at the sole discretion of Company.
  - 5.2. **Account IDs.** You will be responsible for establishing and maintaining the user identification and password for Your Account (the "Account ID"). Each Account is for Your personal use and all Account IDs are personal in nature. Each Account ID may be used only by You alone. You may not share or transfer Your Account or Account ID or provide a third party with the right to access your Account or Account ID. You are solely responsible for all use of the Platform and all Content and Services through Your Account. You will ensure the security and confidentiality of Your Account ID and will notify Company immediately if Your Account ID is lost, stolen, or otherwise compromised. You are fully responsible for all liabilities and damages incurred through the use of Your Account or under Your Account ID (whether lawful or unlawful) and any actions taken through Your Account or under Your Account ID will be deemed to have been lawfully completed by You.
  - 5.3. **Account Information.** In connection with establishing an Account, You will be asked to submit certain information about Yourself. You are solely responsible for the Account Information for Your Account. You agree that: (a) all Account Information You provide will be accurate, complete, and current; and (b) You will maintain and promptly update all

Account Information as necessary to keep it accurate, complete, and current. You may not: (i) select or use an Account ID of another person with the intent to impersonate that person; and (ii) use an Account ID that Company, in its sole discretion, deems offensive.

5.4. **Account Confirmation.** You are solely responsible for confirming the set-up and configuration of Your account in all respects and for making all changes and updates thereto through this Agreement.

## 6. Access.

6.1. **To the Platform.** You may access the Platform by using the online application (or mobile application, at such time as it may exist) provided by and on behalf of Company (each, an “Application,” and forming a part of the “Platform” for purposes of this Agreement). Subject to Your compliance with this Agreement, Company will permit You to access and use the Platform solely for lawful purposes and only in accordance with the terms of this Agreement. You are solely responsible for obtaining and maintaining all equipment, facilities, and connectivity required to access or use the Platform or Application, in each case as necessary to meet Your requirements based on Your particular circumstances.

6.2. **To Applications.** Subject to Your compliance with this Agreement and any other terms and conditions accompanying each Application, Company will permit You to access, or download and install (if applicable) Applications and operate those Applications solely for the purpose of using and accessing the Platform. You may use or install each Application only on computers, smart phones, tablets, or other applicable devices owned or controlled by You and used only for Your own personal and non-commercial purposes in accordance with this Agreement and any applicable terms and conditions accompanying the Application or otherwise provided to You by Company. Except as expressly set forth in the previous sentence, You are granted no licenses or other rights in or to any Application. You agree not to use, modify, reproduce, perform, display, create derivative works from, republish, post, transmit, participate in the transfer or sale of, distribute, or in any way exploit or utilize any Application other than as expressly permitted in this Agreement or any other agreement You are required to agree to before being given access to any Application.

6.3. **To Other Users.** The Platform may allow you to link, connect, or otherwise communicate with other users of the Platform, whether synchronously or asynchronously. By linking, connecting, or communicating with other Users, You are agreeing to allow those Users to communicate directly with You through the Platform. You agree that You are solely responsible for all communications between You and any other User through the Platform. Your extension or acceptance of a link, connection, or other communication with another User will serve as Your affirmative “opt in” to the disclosure of any of Your data or information (which may include Your personally identifiable information) that You provide to that other User. You agree that Your links, connections, or other communications with other Users through the Platform will not: (a) violate this Agreement, including, without limitation, the Privacy Policy; (b) violate any applicable international, federal, state, and local treaties, laws, rules, regulations, and ordinances (“Laws”), including, without limitation, any rules of professional conduct or of licensing bodies; (c) be libelous, defamatory, obscene, abusive, pornographic, sexually explicit, discriminatory, threatening in any manner, disruptive, or an invasion of privacy;

(d) constitute an infringement, misappropriation or violation of the IPR (as defined below) or other rights of any third party; (e) be illegal in any way or advocate illegal activity; (f) be false, misleading or inaccurate; (g) be considered junk mail, spam, a part of a pyramid scheme, a disruptive commercial message or disruptive advertisement; or (h) cause the publication or release of any material non-public data or information.

- 6.4. **To Content.** You will be provided with access to a variety of content through the Platform, including, text, audio, video, photographs, maps, illustrations, graphics, and/or other data, information, and media (“Content”). Unless otherwise noted on the Platform, all Content is owned by Company and Company’s other third-parties. All Content is provided for informational purposes only, and You are solely responsible for verifying the accuracy, completeness, and applicability of all Content and for Your use. Subject to Your compliance with this Agreement, You may access the Content solely for Your own personal purposes in connection with Your use of the Platform. You will not, and will not permit any third party to: (a) alter, modify, reproduce, or create derivative works of any Content; (b) distribute, sell, resell, lend, loan, lease, license, sublicense, or transfer any Content; or (c) alter, obscure, or remove any copyright, trademark, or any other notices that are provided on or in connection with any Content. Company has not verified the accuracy of, and will not be responsible for any errors or omissions in, any Content. Without limiting the foregoing, Company will not be held liable to You or any other third party for any Content, including Your Content (as defined below), under a Federal Law called the Communications Decency Act or CDA, 47 U.S.C. § 230. Except as set forth in this Agreement, You are granted no licenses or other rights in or to any Content, or any IPR (as defined below) therein or related thereto. If You would like to use any Content in a manner not permitted by this Agreement, please contact Company.
- 6.5. **To Third-Party Services.** The Platform may provide You with the choice to access certain services developed, provided, or maintained by other third party service providers (each, a “Third Party Service”). In addition to the terms of this Agreement, Your access to and use of any Third Party Service is also subject to any other agreement You may agree to before being given access to the Third Party Service (each, a “Third Party Service Agreement”). The terms of any Third Party Service Agreement (which may include payment of additional fees) will apply to the applicable Third Party Services provided under that Third Party Service Agreement in addition to the terms of this Agreement but will not apply to any other Services You may access through the Platform. COMPANY TAKES NO RESPONSIBILITY FOR ANY THIRD PARTY SERVICE AND YOUR ACCESS TO AND USE OF ANY THIRD PARTY SERVICE IS SOLELY AS SPECIFIED IN EACH APPLICABLE THIRD PARTY AGREEMENT.
- 6.6. **To Third Party Information.** The Platform may provide You with certain access to data and other information about Users of the Platform and other third parties (“User Information”). The User Information may contain sensitive personal information regarding those Users and other third parties. You agree that You will only collect, use, and disclose User Information in strict accordance with this Agreement and applicable laws and regulations. Except as expressly provided in this Agreement and the current Privacy Policy relating to the Platform available at [\[WEBSITE PRIVACY POLICY\]](#) (“Privacy Policy”), You are granted no licenses or rights in or to any User Information or any IPR therein or related thereto.

## 7. Your Content.

7.1. **Your Use of Your Content.** You are solely responsible for all content that You may provide or upload to the Platform or otherwise generate through Your use of or access to the Platform (“Your Content”). As between You and Company, You retain ownership of Your Content. Subject to any limitations included in the Privacy Policy, You grant Company a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable (including, without limitation, to Users and other third parties) right to use, copy, store, reproduce, modify, display, adapt, publish, translate, create derivative works from, distribute, and display (“Use”) Your Content for purposes of providing the Services to You and for use in making enhancements and improvements to the Platform. You represent and warrant that none of Your Content or the use of Your Content by Company: (1) violates this Agreement, the Privacy Policy, or any requirements under applicable Laws; (2) is libelous, defamatory, obscene, abusive, pornographic, sexually explicit, discriminatory, threatening in any manner, disruptive, or an invasion of privacy; (3) constitutes an infringement, misappropriation or violation of the IPR or other rights of any third party; (4) is illegal in any way or advocates illegal activity; (5) is an advertisement or solicitation of funds, goods, or services (unless You have entered into a separate agreement with Company); (6) is false, misleading, or inaccurate; or (7) is or could be considered junk mail, spam, a part of a pyramid scheme, a disruptive commercial message, or disruptive advertisement. Company is not responsible or liable for any deletion, correction, destruction, damage, loss, or failure to store, restore, or back-up any of Your Content, including any of Your Content Company may remove or delete without notice due to violation of this Section. You agree that You have all right, title, interest, and consent in Your Content necessary to allow Company to Use Your Content as set forth in the rights and licenses You grant to Company under this Agreement.

7.2. **Company’s Use of Your Content for Artificial Intelligence.** Company must use Your Content in certain ways to enable the processing of Your Content within the Platform, including passing Your Content provided to the Company by You into OpenAI’s developed AI model(s) that can understand and generate natural language. The AI model currently used for the Platform is GPT-4 (fourth generation Generative Pre-trained Transformer) technology, which is a neural network machine-learning model trained using internet data to generate any type of text. Developed by OpenAI, GPT-4 uses input text to generate large volumes of relevant and sophisticated machine-generated text. The Platform encrypts Your Content in transit and sends it via an API to the GPT-4 model in order to generate response text. OpenAI stores the content it analyzes with the GPT-4 model in accordance with the OpenAI terms and conditions around usage of the OpenAI API. Your use of the Platform constitutes your acceptance of the OpenAI terms and conditions and privacy policy, as they may be found from time to time on OpenAI’s official website.

## 8. Termination and Effect.

8.1. **Termination.** This Agreement may be terminated by Company at any time, in Company’s sole discretion: (a) upon any breach or threatened breach by You of this Agreement; or (b) for any reason or no reason, upon notice to You. You may terminate

this Agreement at any time upon notice to Company or by deleting Your Account as may be permitted through the Platform.

8.2. **Effect.** Termination of this Agreement will terminate Your Account(s) on the Platform. Upon termination or expiration of this Agreement, except for your uncured breach of this Agreement, Your Account may be archived for a period of up to 60 days. Following such period, Company may thereafter forever delete Your Account(s) and decide whether to keep Your Content active, delete, or archive any of Your Content in Company's sole and absolute discretion. Upon termination or expiration of this Agreement for any reason: (a) all rights and subscriptions granted to You under this Agreement will terminate; (b) You will immediately cease all use of and access to the Platform, including all Content and Services; (c) You will immediately delete any Applications You have downloaded or installed prior to termination; and (d) You will immediately either return to Company or, at Company's discretion, destroy any Content of Company and any other information related to this Agreement in Your possession or control.

9. **Suspension.** Without limiting Company's right to terminate this Agreement, Company may also suspend Your access to Your Account and the Platform or any Content or Services (including Your Content), with or without notice to You, upon any actual, threatened, or suspected breach of this Agreement or applicable Law or upon any other conduct deemed by Company, in its sole discretion, to be inappropriate or detrimental to the Platform, Company, or other User or third party.

10. **Platform Technology and Restrictions.** The Platform, and the data, information, databases, software, hardware, and other technology used by or on behalf of Company to operate the Platform, and the structure, organization, and underlying data, information and software code thereof (collectively, the "Technology"), constitute valuable trade secrets of Company. You will not, and will not permit any third party to: (1) access or attempt to access the Technology except as expressly provided in this Agreement; (2) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden, or impair the Technology; (3) use, support, or develop bots, scrapers, software, scripts, crawlers, browser plugins, robots, or other automated methods including human-powered automation through link farming or any other crowd-sourced methods to access, scrape, or copy any portion of the Technology, or to add or download data, or send or redirect information or messages; (4) alter, modify, reproduce, or create derivative works of the Technology; (5) distribute, sell, resell, lend, loan, lease, license, sublicense, or transfer any of Your rights to access or use the Technology or otherwise make the Technology available to any third party; (6) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Technology; (7) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (8) monitor the availability, performance, or functionality of the Technology; (9) interfere with the operation or hosting of the Technology; (10) capture screenshots or make impressions, reproductions, distributions, or publications of any content contained within the Technology, such as images, logos, texts, recommendations, comments, and any other materials; or (11) perform any other action intended to circumvent the controls or access mechanisms within the Technology.

11. **Ownership.** Company retains all right, title, and interest, including, without limitation, all IPR (as defined below), in and to the Technology and any additions, improvements, updates, and modifications thereto. You receive no ownership interest in or to the Technology and You are not granted any right or license to use the Technology itself, apart from Your ability to access the Platform, under this Agreement. The Company name, logo, and all product and service names associated with the Platform are trademarks of Company and its providers and You are granted no right or license to use them. For purposes of this Agreement, “IPR” means all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information, or intangible property throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights.

## 12. Data Protection.

12.1. In this Agreement, the following terms shall have the meanings given in Regulation 2016/679 or under UK-GDPR (GDPR, together with any relevant national implementing or supplement legislation, “Applicable Data Protection Law,” “controller,” “processor,” “personal data,” “data subject,” and “processing” (including “process”).

12.2. You (the controller) appoint Company as a processor to process any personal data that is part of Your Content (the “Personal Data”) solely as necessary to perform its obligations under this Agreement and strictly in accordance with the instructions of You (the “Permitted Purpose”).

12.3. You acknowledge and agree that the Personal Data will be Processed within (and will be deemed to have been delivered to) the United States and that third party subprocessors agreed may be located (and may process Personal Data) outside the European Economic Area (“EEA”). If You are established in the EEA, the parties shall comply with the EU Commission’s “Controller-to Processor Model Clauses” (annexed to EU Commission Decision 2010/87/EU) which are deemed incorporated into this Agreement (completed consistently with this Agreement with You as “data exporter” and Company as “data importer.”

12.4. Company shall provide reasonable cooperation to You (at Your expense) in connection with any data protection impact assessment that You may be required to undertake under Applicable Data Protection Law.

12.5. Company shall (at Your expense) provide all reasonable and timely assistance to You to enable You to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law; and (ii) any other correspondence, enquiry, or complaint received from a data subject, regulator, or other third party in connection with the processing of the Personal Data.

## 13. Representations and Warranties.

13.1. **To Company.** You represent and warrant to Company that: (a) You have the legal right and authority to enter into this Agreement; (b) this Agreement forms a binding legal obligation on Your behalf; (c) You have the legal right and authority to perform Your obligations under this Agreement and to grant the rights and licenses described in this Agreement; (d) your use of the Platform will be in strict accordance with this Agreement, the Privacy Policy, and all applicable laws and regulations (including without limitation any local laws or regulations in Your country, state, city, or other governmental area,

regarding online conduct and acceptable content); (e) Your Content will comply with all applicable state and federal laws, rules, and regulations and not violate any intellectual property rights or any person's right of privacy or publicity; and (f) 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 You are not listed on any U.S. Government list of prohibited or restricted parties.

**13.2. Compliance with Laws.** You acknowledge that (a) the Platform is a general-purpose service and is not specifically designed to facilitate compliance with any specific Law; and (b) You will access and use the Platform, Services, and Content in compliance with all applicable Laws. Company is not responsible for notifying You of any such Law, enabling Your compliance with any such Law, or for Your failure to comply. You represent and warrant to Company that Your use of and access to the Platform, including any Content, will comply with all applicable Laws and will not cause Company itself or any other User to violate any applicable Laws, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 or the Health Information Technology for Economic and Clinical Health (HITECH) Act (enacted as part of the American Recovery and Reinvestment Act of 2009).

#### **14. Disclaimers.**

**14.1. No Warranties.** THE PLATFORM, CONTENT, AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." COMPANY AND ITS AFFILIATES DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, ADEQUACY, OR CURRENCY OF THE PLATFORM OR ANY CONTENT OR SERVICES AND DO NOT ENDORSE THE VIEWS OR OPINIONS THAT MAY BE EXPRESSED IN THE CONTENT OR OTHER DATA, INFORMATION, OR CONTENT THAT MAY BE PROVIDED THROUGH THE PLATFORM. COMPANY AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE PLATFORM, CONTENT, SERVICES, AND OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COMPANY, ITS EMPLOYEES, AFFILIATES, OR AGENTS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO, THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION.

**15. Indemnity.** You hereby agree to indemnify, defend, and hold harmless Company and its officers, directors, shareholders, affiliates, employees, agents, contractors, assigns, Users, customers, providers, licensees, and successors in interest ("Indemnified Parties") from any and against all claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from any and against all claim or allegation against any Indemnified Party arising in any manner from: (1) Your access to or use of the Platform, including any Content or Services; (2) Your content or any access to or use thereof; (3) any access to or use of Your Content by any other users; (4) Your collection, use, and disclosure of any User Information, and (5) Your breach of any provision of this Agreement, including any representation or warranty.



Company will provide You with notice of any such claim or allegation, and Company will have the right to participate in the defense of any such claim at its expense.

16. **Limitation on Liability.** COMPANY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN CONNECTION WITH OR OUT OF THE USE OF THE PLATFORM, CONTENT, OR SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF YOUR CONTENT, OPPORTUNITY, REVENUES, PROFITS OR REPUTATION, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE CONTENT, GOODS OR SERVICES. COMPANY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND ALL CONTENT AND SERVICES PROVIDED UNDER THIS AGREEMENT OR THROUGH THE PLATFORM, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED \$10 OR, IN THE CASE OF YOU HAVING PAID FEES TO COMPANY TO ACCESS THE PLATFORM OR ANY CONTENT OR SERVICES, THE AMOUNTS PAID BY YOU TO COMPANY IN THE THREE (3) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO ANY LIABILITY. YOU AGREE THAT COMPANY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, COMPANY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
  
17. **Data Privacy.** You expressly consent to the use and disclosure of your information and other data and information as described in the Privacy Policy. Notwithstanding anything in the Privacy Policy, Company will have the right to collect, extract, compile, synthesize, and analyze non-personally identifiable data or information (data or information that does not identify an entity or natural person as the source thereof) resulting from Your access to and use of the Platform, Services, or Content. To the extent any such non-personally identifiable data or information is collected or generated by Company, the data and information will be solely owned by Company and may be used by Company for any lawful business purpose without a duty of accounting to You, provided that the data and information is used only in an aggregated form, without directly identifying You or any other entity or natural person as a source thereof.
  
18. **Claims of Infringement.** Company respects Your copyrights and other intellectual property rights and those of other third parties. If You believe in good faith that Your copyrighted work has been reproduced on the Platform without Your authorization in a way that constitutes copyright infringement, You may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by notifying our designated copyright agent by mail as follows:

Elevux LLC  
Attn: Copyright Infringement Agent  
2474 East Michigan St.  
Orlando, FL 32806

If a copyright owner is under the age of 13, a DMCA notice must be submitted by a parent or other representative of the rights holder, rather than directly by an under-13 individual. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

You must provide the following information in writing (see 17 U.S.C 512(c)(3) for further detail) to Company's Copyright Infringement Agent: (1) the identity of the infringed work, and of the allegedly infringing work; (2) Your name, address, daytime phone number, and email address, if available; (3) a statement that You have a good-faith belief that the use of the copyrighted work is not authorized by the owner, his or her agent, or the law; (4) a statement that the information in the notification is accurate and, under penalty of perjury, that You are authorized to act on behalf of the owner; and (5) Your electronic or physical signature.

19. **Disputes.** Except as otherwise provided below, the parties will attempt to resolve all disputes, controversies, or claims arising under, out of, or relating to this Agreement, including the formation, validity, binding effect, interpretation, performance, breach, or termination, of this Agreement and the arbitrability of the issues submitted to arbitration hereunder and non-contractual claims relating to this Agreement (each, a "Dispute"), in accordance with the procedures set forth in this Section. If any Dispute cannot be resolved through negotiations between the parties within sixty (60) days of notice from one party to the other of the Dispute, such Dispute will be finally settled through binding arbitration under the arbitration rules of the American Arbitration Association ("AAA") then in effect (the "Rules"). Either party may commence the arbitration by delivering a request for arbitration as specified in the Rules. The arbitration will be conducted before a sole neutral arbitrator selected by agreement of the parties. If the parties cannot agree on the appointment of a single arbitrator within thirty (30) days (the "Initial Period") after either party to this Agreement delivers a request for arbitration, a neutral arbitrator will be selected as provided in the Rules. The arbitration will be conducted exclusively in the English language at a site specified by Company in Orange County, Florida U.S.A. The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues, or accountings presented or pleaded to the arbitrator. The award of the arbitrators will require payment of the costs, fees, and expenses incurred by the prevailing party in any such arbitration by the non-prevailing party. Judgment upon the award may be entered in any court or governmental body having jurisdiction thereof. Any additional costs, fees, or expenses incurred in enforcing the award may be charged against the party that resists its enforcement.

20. **NO CLASS ACTIONS:** You may only bring individual claims. Under no circumstances are you allowed to bring a claim as a plaintiff or a class member in a class. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceedings where someone acts in a representative capacity are not allowed. Any combining of individual proceedings must have the consent of all parties.

21. **Governing Law and Venue.** The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations, arbitrations or

other proceedings hereunder, will be governed in all respects exclusively by the laws of the State of Florida U.S.A. as such laws apply to contracts between Florida residents performed entirely within Florida without regard to the conflict of laws provisions thereof. Subject to Section 19 (Disputes), each party will bring any action or proceeding arising from or relating to this Agreement exclusively in a federal court in the Middle District of Florida, U.S.A. or in state court in Orange County, Florida U.S.A., and You irrevocably submit to the personal jurisdiction and venue of any such courts in any such action or proceeding brought in such courts by Company.

22. **Notices.** Unless otherwise specified in this Agreement, any notices required or allowed under this Agreement will be provided to Company by postal mail to the address for Company listed on the Platform. Company may provide You with any notices required or allowed under this Agreement by sending You an email to any email address You provide to Company in connection with Your Account, provided that in the case of any notice applicable both to You and other Users of the Platform, Company may instead provide such notice by posting on the Platform. Notices provided to Company will be deemed given when actually received by Company. Notice provided to You will be deemed given twenty-four (24) hours after posting to the Platform or sending via e-mail, unless (as to e-mail) the sending party is notified that the e-mail address is invalid.

23. **Linked Sites.** The Platform may contain links to third-party sites or Content that are not under the control of Company. If you access a third-party site or Content from the Platform, then you do so at your own risk and Company is not responsible for any content on any linked site or content. You may not frame or otherwise incorporate into another site the content or other materials on the Platform without prior written consent.

24. **Miscellaneous.**

24.1. This Agreement constitutes the entire agreement of the parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only by a written instrument executed by both parties.

24.2. Neither this Agreement nor any rights or obligations of You hereunder may be assigned or transferred by You (in whole or in part and including by sale, merger, consolidation, or other operation of law) without the prior written approval of Company. Any assignment in violation of the foregoing will be null and void. Company may assign this Agreement to any party that assumes Company's obligations hereunder.

24.3. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective heirs, representatives, successors, and permitted assigns.

24.4. No failure or delay by either party in exercising any power or right under this Agreement shall operate as a waiver, nor does any single or partial exercise of any other power or right preclude any other or further exercise, or the exercise of any other power or right.

- 24.5. You agree that this Agreement is being accepted by a duly authorized representative authorized to bind You to the terms of this Agreement, and no consent from any third party is required. You acknowledge and represent that You have read this Agreement, understand it, have had adequate opportunity to consult with legal counsel with respect to it, and agree to be bound by all of its terms.
- 24.6. In the event that Company is required to bring an action in connection with the performance, breach, or interpretation of this Agreement, the prevailing party in that action shall be entitled to recover from the losing party all reasonable costs and expenses of litigation, including reasonable attorneys' fees (and charges attributed to law clerks and paralegals), court costs, costs of investigation, accounting, and other costs reasonably related to the litigation in both the trial and appellate courts, in addition to any other relief to which the prevailing party may be entitled.
- 24.7. With the exception of obligations to pay any sums of money due under this Agreement, neither party shall be liable to the other for any delay in the performance of any of its obligations hereunder during the period of delay due to any cause beyond such party's reasonable control or due to acts of god, acts of civil or military authorities, fires, labor disturbances, floods, pandemics or epidemics, governmental rules or regulations, war, riot, delays in transportation, shortages of raw materials, power outages, or unauthorized hacking on or through the internet.
- 24.8. If any term, covenant, condition, or provision of this Agreement, or the application of this Agreement to any person or circumstance, shall at any time or to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected by the invalidity or unenforceability, and the terms, covenants, and conditions of this Agreement shall be valid and enforced to the full extent permitted by law unless to do so would violate the objective intent of the parties.
- 24.9. The following Sections survive any expiration or termination of this Agreement: 1 (Definitions), 8 (Termination and Effect), 11 (Ownership), 13 (Representations and Warranties), 14 (Disclaimers), 15 (Indemnity), 16 (Limitation on Liability), 17 (Data Privacy), 19 (Disputes), 20 (No Class Actions), 21 (Governing Law and Venue), 22 (Notices), and 24 (Miscellaneous).
- 24.10. The headings of the articles, paragraphs, and sections contained in this Agreement are for convenience only and do not define, limit, or construe the contents of such articles, paragraphs, and sections.

Terms and Conditions Last Updated on July 28, 2023