

TERMS AND CONDITIONS OF USE AGREEMENT

This Terms and Conditions of Use Agreement (“Agreement”) is a legal agreement between you and AIAIO Inc., a Delaware corporation with its principal place of business in California (the “App Owner”), the owner, developer, and operator of the Hey Aio mobile application. By this Agreement, you agree to be bound by all the terms set forth in this Agreement (the “Terms”). IF YOU DO NOT AGREE TO THE TERMS, PLEASE DO NOT USE HEY AIO OR REGISTER FOR ANY HEY AIO SERVICE.

THIS AGREEMENT INCLUDES A LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISION AND A BINDING ARBITRATION PROVISION. PLEASE READ EACH PROVISION CAREFULLY, AS EACH AFFECTS YOUR LEGAL RIGHTS.

BY CONTINUING, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS. THE MOST CURRENT VERSION OF THE TERMS, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE READ AT <https://heyaio.com>. THE APP OWNER RESERVES THE RIGHT TO CHANGE THE TERMS AT ANY TIME AND WITHOUT NOTICE TO YOU UNTIL AFTER SUCH CHANGE, UNLESS OTHERWISE REQUIRED BY LAW.

- 1. Limitations of Liability and Indemnification.** You agree that in no event will the App Owner or its officers, employees, agents, affiliates, licensees, and providers of web hosting or related services be liable for any direct or indirect, incidental, special, or consequential damages related to or arising out of your use of Hey Aio. Your sole remedy for any breach or default of this Agreement by the App Owner shall be a return of any fees paid to Hey Aio or App Owner for any services provided under this Agreement. You further agree to indemnify, defend, and hold harmless the App Owner and its officers, employees, agents, affiliates, licensees, and providers of web hosting or related services for any losses, costs, liabilities, and expenses (including reasonable attorneys’ fees) related to or arising out of your use of Hey Aio.
- 2. Binding Arbitration.** Any dispute related to or arising out of this Agreement, the Privacy Policy, or your use of Hey Aio, except for any dispute related to or arising out of an alleged violation of your or the App Owner’s intellectual property rights, as set forth in Paragraph 3 of this Agreement, must be resolved through binding arbitration and not through any court proceedings. The American Arbitration Association (the “AAA”) shall conduct the binding arbitration under its Commercial Arbitration Rules before a single, independent arbitrator. The AAA’s Rules shall govern the procedure for commencing and conducting arbitration, and the payment of the filing, administration, and arbitrator fees.
- 3. Intellectual Property Disputes.** Any dispute related to or arising out of an alleged violation of your or the App Owner’s intellectual property rights, including, but not limited to, claims for the wrongful use of the App Owner’s trademarks, copyrights, or patented systems or processes, shall not be subject to arbitration and shall be resolved in a court of competent jurisdiction. Any lawsuit related to or arising out of

an alleged violation of your or the App Owner's intellectual property rights shall be brought exclusively in a state or federal court located in Orange County, California, and you hereby consent to the jurisdiction of such courts. Any lawsuit related to or arising out of an alleged violation of your or the App Owner's intellectual property rights will be governed by the substantive law of the State of California, without regard to any conflict of law principles.

4. **Responsibility for Use of Hey Aio.** You understand and agree that you are solely responsible for your actions and decisions with respect to your use of Hey Aio. You understand that the App Owner does not strictly control the inputs or outputs of Hey Aio. You understand and agree that you must take all reasonable precautions in your use of Hey Aio, including, without limitation, taking all reasonable precautions to ensure that any videos or other media you create using Hey Aio do not infringe on the intellectual property rights of a third party.
5. **Non-Reliance.** You understand and agree that you will not rely on or construe as professional advice any opinions, statements, or other information that may appear on Hey Aio, including, but not limited to, any opinions, statements, or other information produced by any artificial intelligence systems used by Hey Aio. Hey Aio and the App Owner do not guarantee the accuracy or completeness of any such information, and will not be responsible for any losses, costs, liabilities, and expenses resulting from your reliance on such information.
6. **Warning Re: Offensive Information.** If Hey Aio decides to add or incorporate any social sharing features, other Hey Aio users might post or transmit obscene or offensive opinions, statements, or other information to you via Hey Aio. The App Owner and its officers, employees, agents, affiliates, licensees, and providers of web hosting or related services are not responsible for such posts or transmissions.
7. **Rights to Monitor, Remove, and Suspend.** The App Owner reserves the right, but is not obligated, to monitor materials posted in any public area or uploaded to any cloud or shared storage solutions provided by Hey Aio. The App Owner also reserves the right, but is not obligated, to remove any obscene or offensive opinions, statements, or other information from such cloud or shared storage solutions. The App Owner further reserves the right to suspend, limit, or permanently bar your use of Hey Aio because of your posting or uploading obscene or offensive opinions, statements, or other information or because of your harassing or violating the legal rights of another person via Hey Aio. Notwithstanding the foregoing, you remain solely responsible for your use of Hey Aio, and the App Owner shall not be construed as the publisher of any materials you post or upload to any cloud or shared storage solutions provided by Hey Aio.
8. **Confidentiality.** The App Owner agrees that it will keep confidential, subject to the terms of the Privacy Policy, which can be read at <https://heyaio.com/>, all personally identifiable information that you may provide to Hey Aio or the App Owner, with the following exceptions: (1) any information you choose to post or transmit for others to see through Hey Aio, should Hey Aio add social functions, or through any third-party websites or apps; (2) any information you transmit to or share with another user of Hey Aio; or (3) any

information related to an event or series of events in which you harass or violate the legal rights of another person via Hey Aio.

9. **Proprietary Rights.** The App Owner owns and retains all proprietary rights to Hey Aio's services, designs, trademarks, copyrights, and patented systems or processes. These retained rights are limited to the proprietary information of the App Owner and do not include the portions of videos or other media you may create using Hey Aio that are your data or are edited or augmented versions of your data, which will remain your proprietary information and which you may freely reproduce, transmit, or distribute. You are not authorized to reproduce, transmit, or distribute the proprietary information of the App Owner. By uploading data to, editing data, or augmenting data with Hey Aio, as provided by the App Owner, you represent and warrant that you have the right to grant permission for use of such data by the App Owner and that you have full permission to use such data.
10. **No Warranties.** The App Owner provides Hey Aio's services on an "as is" basis and does not make any warranty, express, implied, limited, or otherwise, with respect to the services provided. Specifically, the App Owner does not warrant that Hey Aio's services will always be available, be uninterrupted, be error free, or meet your requirements, or that any defects in the services will be corrected.
11. **Governing Law.** This Agreement and any dispute related to or arising out of this Agreement, except for any dispute related to or arising out of an alleged violation of your or the App Owner's intellectual property rights, as set forth in Paragraph 3 of this Agreement, is governed by the laws of the State of Delaware, without regard to any conflict of law principles.
12. **Severability.** If any provision of this Agreement is found to be invalid, all other provisions will remain in full force and effect.
13. **Certification.** You certify that you are at least 18 years of age and that your answers to the registration materials on Hey Aio will be truthful. In using Hey Aio, you understand and agree that any data you upload to Hey Aio may be published on the app for others to view, if you choose to share such data. Your name and e-mail address will be kept confidential, subject to the exceptions set forth in Paragraph 8 of this Agreement.
14. **Entire Agreement.** This Agreement constitutes your entire agreement with the App Owner with respect to the Terms.
15. **Waiver.** The failure of the App Owner to exercise or enforce any right under or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by the App Owner must be in writing and signed by an authorized representative of the App Owner.

BY CONTINUING, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO THIS TERMS AND CONDITIONS OF USE AGREEMENT.