

## Website Terms of Use

The services that Avaamo provides to you are subject to the following Terms of Use ("TOU"). Avaamo reserves the right to update the TOU at any time without notice to you. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages.

Your access to and use of this Avaamo.ai and all of its subdomains and aliases (collectively, the "Website") and any of the information, materials, data, demos, blogs, products, services and other materials made available on or through this Website (collectively, "Materials") are subject to all applicable laws, rules and regulations and to the terms and conditions set forth in the TOU.

The Website and Materials may not be accessed for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes, or as otherwise restricted by this Terms of Use. Avaamo's direct competitors are prohibited from accessing or using any portion of the Website or Materials including, without limitation, downloading or accessing whitepapers, accessing free or paid accounts, signing up or participating in demos, webcasts, or accessing other Materials intended for prospects, customers or partners of Avaamo. You are prohibited from accessing the Website or any Materials under false pretenses. You are prohibited from falsifying or concealing your identity in your use and access of the Website or of any Materials.

YOUR ACCESS TO THIS WEBSITE (OR PORTIONS THEREOF) AND USE OF ANY MATERIALS (OR PORTIONS THEREOF) IS NOT INTENDED, AND IS PROHIBITED, WHERE SUCH ACCESS OR USE VIOLATES ANY APPLICABLE LAWS, RULES OR REGULATIONS.

### Website Privacy Statement

See the Privacy Statement relating to the collection and use of your information.

### Ownership and Permitted Use of Materials

Unless otherwise indicated, this Website and its design, text, content, files, selection and arrangement of elements, organization, graphics, compilation, translations, digital conversion and other matters related to, and all trademarks, logos, service marks, symbols, trade dress and all Materials provided on or through this Website are protected by all applicable copyright laws, trademark laws and/or international conventions and treaties. All Materials are the exclusive and proprietary property of Avaamo and/or its third-party licensors. ALL RIGHTS RESERVED.

The posting, display or other provision of any Materials on this Website shall not constitute a waiver of any right or interest of Avaamo in such Materials. Except as expressly provided herein, nothing contained in the TOU or the Website shall be construed as conferring by implication, estoppel or otherwise any license, interest or right in or to the Materials under any copyright, trademark or proprietary rights of Avaamo or of any third party. Further, except as otherwise provided herein, no Materials (or portions thereof) may be used, copied, reproduced, distributed or redistributed, published or republished, downloaded, modified, displayed, posted, broadcasted, imitated, adapted, translated, or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, or sold, offered for sale, licensed or sublicensed, reverse engineered, disassembled, decompiled or incorporated into compilations or used in the creation of derivative works, without our express prior written permission or that of the respective third-party owner.

Subject to your compliance with the foregoing, permission is hereby granted to you to the extent necessary for you to lawfully: (a) access this Website and/or Materials made available on or through this Website; and (b) display, download, archive and print in hard copy portions of this Website for your personal or internal business, non-commercial and informational use only.

#### **Prohibited Uses**

You agree not to:

- Use any material or information, including images or photographs, which are made available through the Website in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party
- Modify the Materials or any portion thereof
- Use the Website and/or the Materials in a manner that is fraudulent, libelous, defamatory, tortious, obscene, threatening, abusive, malicious, offensive, hateful, objectionable, constitutes or encourages a criminal offense
- Use the Website and/or the Materials in a manner that violates the rights of another (including, without limitation, any copyright, trademark, patent, trade secret, privacy, moral or publicity rights or other intellectual property or proprietary rights of others)
- Use the Website and/or the Materials in a manner that or otherwise violates or conflicts with these Terms of Use or any applicable law
- Impersonate any person or entity, or otherwise misrepresent your affiliation with any person or entity
- Use the Website to interfere, disrupt or attempt to gain unauthorized access to the Materials, other Avaamo accounts, or any restricted portions of the Website

The foregoing permission is for the sole purpose of enabling you to use the Website and enjoy the benefit of the Materials as provided on the Website in the manner permitted by the TOU.

#### **Violations**

Avaamo reserves the right to terminate your access to the Materials or Website at any time, without notice, in any and all appropriate circumstances, such as if you breach any of the TOU. Upon termination, you must immediately destroy any and all downloaded, archived or printed copies of the Materials and, if requested by us, certify to us in writing that you have complied with the foregoing.

#### **User-Generated Content**

Avaamo does not claim ownership of the materials you provide to Avaamo (including feedback and suggestions) or post, upload, input or submit in connection with your use of the Website or Materials ("User-Generated Content"). Any communication or material you post on the Website or transmit to us over the Internet will be treated as non-confidential and non-proprietary and is and will be solely your responsibility. Upon the transmission of any User-Generated Content to us, you expressly and hereby grant us a perpetual, worldwide, royalty-free, irrevocable, transferable, sublicensable and non-exclusive permission to reproduce, display, publish, modify, distribute, disseminate and/or otherwise use or exploit such content for any lawful purpose, without compensation, notice or obligation to you, subject to our Privacy Statement.

We are not required to use or return any User-Generated Content submitted to us. You represent and warrant that you own or otherwise control all rights, including, but not limited to, copyrights, in and to any such User-Generated Content, that all moral rights in and to any such User-Generated Content have been waived, and that the use of such User-Generated Content as permitted hereunder

does not and will not infringe or violate the rights of any third party. All derivative works or other developments arising from or based on User-Generated Content, if created by us, shall be our exclusive property.

The posting or transmittal of any unlawful, threatening, libelous, defamatory, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or violation of any law is strictly prohibited. Under no circumstances shall we be liable for any such material posted or transmitted by you by or through the Website.

We reserve the right to monitor your communications with us whether by mail, voice, email or any other form of transmission for the purposes of quality control, security and other business needs.

#### **No Warranties**

AVAAMO MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS WEBSITE OR THE MATERIALS, WHICH ARE PROVIDED "AS IS." AVAAMO HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS WEBSITE AND THE MATERIALS. IN NO EVENT SHALL AVAAMO AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION AVAILABLE FROM THE WEBSITE OR MATERIALS.

THE WEBSITE AND RELATED MATERIALS COULD INCLUDE TECHNICAL INACCURACIES OR

TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. AVAAMO AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE WEBSITE AND/OR THE MATERIALS DESCRIBED HEREIN AT ANY TIME.

#### **Limitation of Liability**

Avaamo shall have no liability for any indirect, incidental, consequential, special, exemplary or punitive damages, nor any liability for lost profits, loss of business opportunity, or business interruption, regardless of the theory of liability (including theories of contractual liability, tort liability (including negligence), or strict liability), even if Avaamo knew or should have known that those kinds of damages were possible. If you are dissatisfied with the Website or any Materials, your sole and exclusive remedy shall be to discontinue use of the Website and Materials and terminate the TOU in accordance with its terms. To the maximum extent permitted by law, in no event shall Avaamo's or any third-party licensor's total liability to you for damages, losses and causes of action (whether in contract, tort (including, but not limited to, negligence or otherwise) exceed in the aggregate amount paid by you, if any, for accessing the Website or Materials.

#### **Indemnity**

You agree to defend, indemnify, release and hold Avaamo from any and all claims, liabilities, losses, expenses or demands, including reasonable legal fees, based on, arising from, or otherwise related to: (a) your breach or violation of the TOU; (b) your misuse of the Website or Materials provided under the TOU; or (c) any infringement or misappropriation by you of any intellectual property or other rights of Avaamo or any third party.

#### **Termination**

You may terminate the TOU at any time by ceasing

your use and access of the Website and Materials and by destroying all materials that you have saved, printed or downloaded from the Website. Any fees paid or payable for the terminated access to the Website and Materials are non-cancellable and non-refundable.

### **Survival**

Any provision of the TOU contemplates or governs performance or observance subsequent to its termination or expiration will survive the expiration or termination of the TOU for any reason.

### **Entire Understanding**

These TOU constitutes the entire agreement between you and Avaamo with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth herein and therein. The TOU supersedes all prior negotiations, agreements, and undertakings between you and Avaamo with respect to such matter.

### **Severability**

If any part of the TOU is declared invalid, void or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity of any remaining portions and such remaining portions shall remain and continue in full force and effect to the maximum extent permitted by law. Our failure to enforce any provision of these Terms of Use shall not operate as or be deemed a waiver by us of any other breach of any such provision or any other provision herein or of the right to enforce such provision(s).

### **Governing Law**

The validity, construction, and interpretation of the TOU and the rights and duties of you and Avaamo shall be governed by the internal laws of the State of California without regard to principles of conflicts of laws. Access to, or use of, this Website or any information, materials, products and/or services

made available on or through this Website may be prohibited by law in certain countries or jurisdictions. You are solely responsible for ensuring compliance with any applicable laws of the country from which you are accessing this Website. We make no representation that the information contained herein is appropriate or available for use in any location.

The disputes and differences that may arise between you and Avaamo hereto in respect of any of the covenants of the TOU or any interpretation thereof shall be decided by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with the then-current Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall bear its own costs, fees and expenses incurred in connection with the arbitration proceeding, including attorneys’ fees and expenses and witness costs and expenses. Arbitration shall take place in Santa Clara, California.

The rights and remedies provided by the TOU are cumulative and the use of any right or remedy by us shall not preclude or waive our rights to use any or all other remedies.

### **Miscellaneous**

The TOU were last updated on March 27, 2022.