

YUPP.AI TERMS OF SERVICE

Last Revised on Jul 14, 2025

Welcome to the Yupp.AI Terms of Service (these “**Terms**”) for the website, yupp.ai and its subdomains (the “**Website**”), and the related mobile applications (the “**App**”) operated on behalf of Ber Sarai Labs Inc. (“**Company**”, “**we**” or “**us**”). The Website, the App and any content, tools, features and functionality offered on or through our Website and the App are collectively referred to as the “**Services**”.

These Terms govern your access to and use of the Services. Please read these Terms carefully, as they include important information about your legal rights. By accessing and/or using the Services, you are agreeing to these Terms. If you do not understand or agree to these Terms, please do not use the Services.

For purposes of these Terms, “**you**” and “**your**” means you as the user of the Services. If you use the Services on behalf of a company or other entity then “you” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity’s behalf.

SECTION 6 CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. BY AGREEING TO THESE TERMS, YOU AGREE (A) TO RESOLVE ALL DISPUTES (WITH LIMITED EXCEPTION) RELATED TO THE COMPANY’S SERVICES AND/OR PRODUCTS THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY, AND (B) TO WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS, AS SET FORTH BELOW. YOU HAVE THE RIGHT TO OPT-OUT OF THE ARBITRATION CLAUSE AND THE CLASS ACTION WAIVER AS EXPLAINED IN SECTION 6.

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1. The Services

- a. Description of Services. The Services allow you to interact with various third-party large language models and other AI models that are integrated with our Services (“**Available AI Models**”). Our Services act as an aggregator for you to access various Available AI Models, but importantly - we do not own or control the Available AI Models. We are not responsible for your use of any such Available AI Models or the output of any Available AI Models. The

Services integrate with the Available AI Models via third-party application program interfaces (“**APIs**”) that interact with the Available AI Models that are hosted on the systems of third-party service providers, or in some instances may be directly hosted by us. We are constantly evaluating our Services, and as such we may add or remove the set of Available AI Models that are available through the Services, at any time in our sole discretion.

- b. Compliance with Acceptable Usage Policy and Available AI Model Terms. Your access to and use of the Available AI Models must comply with these Terms, our Acceptable Use Policy [set forth here](#), and the specific terms and applicable use policies applicable to any Available AI Models that are set forth by the third-party providers of such Available AI Models (“**Available AI Model Terms**”). You are solely responsible for reviewing and confirming your compliance with the Available AI Model Terms, and we encourage you to review such Available AI Model Terms as needed.
- c. List of Available AI Models and their Terms. The current list of Available AI Models that are made available via the Services, and their applicable Available AI Model Terms is [set forth here](#). While we strive to keep our list of Available AI Models and Available AI Models Terms accurate, there may be missing or incorrect terms, and it is your responsibility for ensuring you review and comply with the applicable terms for any Available AI Models. If you see any linked terms to Available AI Models that are inaccurate, missing or out of date, you may contact us at legal@yupp.ai.
- d. Materials. As a part of the Services, you can input and submit prompts, text, images, data, files, documents or other materials for processing (“**Input**”) into the Services and Available AI Models, and the Services will interface with the Available AI Models to generate responses and other content based on your Input (“**Output**”). Input and Output are collectively called “**Materials**.” As between you and us, we claim no ownership rights in and to the Materials, and you retain ownership, including any copyright (if applicable), in and to the Materials. However, your ownership rights in any Materials may be subject to the terms of any Available AI Model Terms, which may put limits on your rights to own or use any Output or other Materials – please review such Available AI Model Terms to evaluate any such limits.
- e. Input. By submitting any Input through the Services, you represent that you have obtained all rights, licenses, consents, permissions, power and/or authority necessary to submit and use (and allow us and our service providers to use) such Input in connection with the Services. third partyYou represent and warrant that your submission of an Input in connection with your use of the Services, including to generate Output, will not breach any law or any third party’s terms and conditions associated with such Input. We have no obligation to edit or control Inputs that you submit to the Services, and will not be in any way responsible or liable for Inputs. However, we may at any time in our sole discretion, screen, revise, remove or block any Inputs that violate our terms, any Available AI Model Terms, our Acceptable Use Policy, or that we otherwise deem to be problematic or illegal.

- f. Outputs. You may not direct the Services to generate any Output in violation of any applicable intellectual property right, contractual restriction or other law. You are solely responsible for the Outputs you generate and their subsequent uses in accordance with these Terms. When you use our Services, you acknowledge and agree that Outputs may not always be accurate and may contain material inaccuracies even if they appear accurate because of their level of detail or specificity, and you should not rely on any Outputs without independently confirming their accuracy. For clarity, the Output does not include any components of our own Services.
- g. Use of Outputs. You may not use Output to train, distill or fine tune any other AI models that compete with the Services. You acknowledge that due to the nature of generative artificial intelligence tools, other users of the Services may create and use their own Output that is similar or the same as your Output, such as because the same or similar Input was provided, and you agree that such other users can use their own individually created Output for their own internal business purposes.
- h. Our use of Materials. You grant us and our service providers a nonexclusive, royalty-free, transferable, sub-licensable, worldwide, perpetual and irrevocable license to access, use, host, cache, store, reproduce, transmit, display, publish, distribute, and modify any Materials as needed to provide, develop, train, fine-tune, and improve upon our technologies, products and services, including the Services, and to otherwise permit access to or disclose your Materials to third parties as needed to accomplish the foregoing or as necessary to comply with our legal obligations. If your Materials are flagged for trust and safety review, we may use or analyze those Materials to improve our ability to detect and enforce violations of these Terms, including training models for use by our content moderation team.

2. Eligibility; User Accounts

- a. Eligibility. You must be 13 years of age or older and not be a Prohibited Person to use the Services. By using the Services, you represent and warrant that you meet these requirements. A “Prohibited Person” is any person or entity that is (a) the subject of any economic or trade sanctions administered or enforced by any governmental authority, including being designated on any list of prohibited or restricted parties by any governmental authority, such as the U.S. Treasury Department’s list of Specially Designated Nationals, the U.S. Department of Commerce Denied Persons List Entity List, the E.U. Consolidated List of persons and the U.K. Consolidated List of Financial Sanctions Targets, (b) located, a resident of or organized in any jurisdiction or territory that is the subject of comprehensive country-wide or regional economic sanctions or has been designated as “terrorist supporting” by the United Nations or the governmental authority of the European Union, United Kingdom or the United States, or (c) owned or controlled by such persons or entities listed in (a)-(b).
- b. Creating and Safeguarding your Account. To use certain Services, you may need to create an account (“**Account**”). You agree to provide us with accurate, complete and updated information for your Account. You are solely responsible for any activity on your Account and for maintaining the confidentiality and security of your password. We are not liable for

any acts or omissions by you in connection with your Account. You may not allow anyone else to use your Account. You must immediately notify us if you know or have any reason to suspect that your Account or password have been stolen, misappropriated or otherwise compromised, or in case of any actual or suspected unauthorized use of your Account. You may only create one Account at a time to use the Services, unless we agree otherwise. You agree not to create any Account if we have previously removed your Account, or we previously banned you from any of our Services, unless we provide written consent otherwise.

- c. **Yupp Credits.** We may award you in-Services credits that can be used to operate certain functionality within the Services such as running certain types of prompts (“**Yupp Credits**”). Yupp Credits constitute a license to use certain aspects of the Services, and you have no property, ownership, or monetary interest in Yupp Credits. You agree that Yupp Credits do not constitute currency or property of any type, and are not cash or a cash equivalent and have no value prior to redemption. You cannot buy, sell, barter, trade or transfer Yupp Credits to any third party, including other Services users, and any such attempted transactions will be null and void and a violation of these Terms. As a promotional offering, we may allow certain users in good standing to redeem Yupp Credits for gift cards or other redemption options as disclosed within the Services. Not all redemption options are available for all users or in all locations or countries. We reserve the right to modify, adjust, or discontinue any aspect of our current product including the Yupp Credits system at any time in our sole discretion, including but not limited to criteria for accruing Yupp Credits, functionality of Yupp Credits with the rest of the Services, the ability to redeem Yupp Credits and redemption conversion rates, limits on accrual or redemption of Yupp Credits, expiration of Yupp Credits, and to reset, deduct or revoke any Yupp Credits allocated to your Account at our sole discretion, without prior notice, including to ensure the integrity of the program and prevent misuse. You further agree that you will not engage in any activity or automated means to generate Yupp Credits in excess of their normal award rate, as determined in our sole discretion. Participation in the Yupp Credits program is unauthorized in any jurisdiction where any portion of the program may violate (or may cause us to violate) any legal requirements, and you agree not to participate if you are a resident of any such jurisdiction.

We further reserve the right to expire Yupp Credits for users who have not prompted the Available AI Models via the Services for six months, as determined at our discretion. Sharing or transferring Yupp Credits or redemption availability between users is not allowed and may result in the suspension of your right to redeem Yupp Credits.

By using the Yupp Credits redemption feature or providing us or our payment processing providers with your payment account information in connection with such redemptions, you authorize us and the applicable payment processor provider to credit your designated payment account with the specified redemption amount in accordance with these Terms. You further authorize us to correct any errors in payment, credit, or account transactions, including initiating debits to your account for necessary corrections regarding redemption of Yupp Credits. Your authorization will continue until it is cancelled, which you can do at any time by emailing support@yupp.ai.

- d. Referrals. We may permit you to share referral codes to invite others to the Services. We may revoke or rescind referral codes at any time, in our sole discretion. You agree not to publicly post your referral codes on any online service without our prior written permission. You agree not to share referral codes with any person or entity that would reasonably be known to be developing products or services that may compete with our Services.

3. Rights We Grant You

- a. Right to Use Services. We hereby permit you to use the Services for your personal non-commercial use only, provided that you comply with these Terms in connection with all such use. If any software, content or other materials owned or controlled by us are distributed to you as part of your use of the Services, we hereby grant you, a personal, non-assignable, non-sublicensable, non-transferrable, and non-exclusive right and license to access and display such software, content and materials provided to you as part of the Services (and right to download a single copy of the App onto your applicable equipment or device), in each case for the sole purpose of enabling you to use the Services as permitted by these Terms. Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Services or other actions that Company, in its sole discretion, may elect to take.
- b. Restrictions On Your Use of the Services. You may not do any of the following in connection with your use of the Services, unless applicable laws or regulations prohibit these restrictions or you have our written permission to do so:
 - i. download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Services, except for temporary files that are automatically cached by your web browser for display purposes, or as otherwise expressly permitted in these Terms;
 - ii. duplicate, decompile, reverse engineer, disassemble or decode the Services (including any underlying idea or algorithm), or attempt to do any of the same;
 - iii. use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Services;
 - iv. use automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Services;
 - v. access or use the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use any device, software or routine that causes the same;

- vi. attempt to gain unauthorized access to, interfere with, damage or disrupt the Services, accounts registered to other users, or the computer systems or networks connected to the Services;
 - vii. circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services;
 - viii. use any robot, spider, crawlers, scraper, or other automatic device, process, software or queries that intercepts, “mines,” scrapes, extracts, or otherwise accesses the Services to monitor, extract, copy or collect information or data from or through the Services, or engage in any manual process to do the same;
 - ix. introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems;
 - x. submit, transmit, display, perform, generate, post or store any Input or other content that is inaccurate, unlawful, defamatory, obscene, lewd, excessively violent, pornographic, invasive of privacy or publicity rights, harassing, harmful, hateful, cruel or insensitive, deceptive, or otherwise objectionable, or use the Services for any of the foregoing purposes or for any other illegal, unethical or disruptive purposes;
 - xi. create, use or distribute Output in a fraudulent or misleading way, including, for instance, by representing that the Output is entirely human generated or that the Output depicts an actual photograph of a real event;
 - xii. probe, scan, attack, or perform vulnerability testing on the Services — including the Available AI Models, APIs, or infrastructure – unauthorized testing is grounds for immediate termination of your account and may lead to further legal action;
 - xiii. attempt to use the Services to generate Output that infringes third-party rights; or
 - xiv. access or use the Services in any way not expressly permitted by these Terms.
- c. Use of the App. You are responsible for providing the mobile device, wireless service plan, software, Internet connections and/or other equipment or services that you need to download, install and use the App. We do not guarantee that the App can be accessed and used on any particular device or with any particular service plan. We do not guarantee that the App will be available in any particular geographic location. As part of the Services, you may receive push notifications, local client notifications, text messages, picture messages, alerts, emails or other types of messages directly sent to you in connection with the App (“**Push Messages**”). You acknowledge that, when you use the App, your wireless service provider may charge you fees for data, text messaging and/or other wireless access, including in connection with Push Messages. You have control over the Push Messages settings, and can opt in or out of these Push Messages through the Services or through your mobile device’s operating system (with the possible exception of infrequent, important service announcements and administrative messages). Please check with your wireless service provider to determine what fees apply to

your access to and use of the App, including your receipt of Push Messages from the Company. You are solely responsible for any fee, cost or expense that you incur to download, install and/or use the App on your mobile device, including for your receipt of Push Messages from the Company.

- d. Mobile Software from the Apple App Store. The following terms and conditions apply to you only if you are using the App from the Apple App Store. To the extent the other terms and conditions of these Terms are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply, but solely with respect to your use of the App from the Apple App Store. You acknowledge and agree that these Terms are solely between you and the Company, not Apple, and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the App Store's applicable terms of use. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms. You and the Company acknowledge that Apple is not responsible for addressing any claims of yours or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims, (b) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection or similar legislation. You and the Company acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, the Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You must comply with applicable third-party terms of agreement when using the App. You and the Company acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as they relate to your use of the App, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.
- e. Closed Beta. If we provide you any portion of the Services on a closed alpha, beta, trial or confidential basis, you agree to not disclose, divulge, display, or otherwise make available any of such portion of the Services or any Output (as defined below) generated by the Services ("**Confidential Beta**"), without our prior written consent. In furtherance of the foregoing, you agree not to post screenshots, videos, streams or other content about the Confidential Beta or any Output therefrom, unless we permit otherwise. Any Confidential Beta is provided on an "as is" basis and may contain errors, defects, bugs, or inaccuracies that could cause failures, corruption or loss of data and information from any connected device. You acknowledge and agree that all use of any Confidential Beta is at your sole risk. You agree that once you use a Confidential Beta, your content or data may be affected such that you may be unable to revert back to a prior non-beta version of the same or similar feature.

Additionally, if such reversion is possible, you may not be able to return or restore data created within the Confidential Beta back to the prior non-beta version.

4. Ownership and Content

- a. Ownership of the Services. The Services, including their “look and feel” (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under copyright, trademark and other intellectual property laws. You agree that the Company and/or its licensors own all right, title and interest in and to the Services (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership interests. We and our licensors reserve all rights in connection with the Services and its content (other than Your Content) including, without limitation, the exclusive right to create derivative works. The Company’s name, yupp.ai, and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. Other names, logos, product and service names, designs and slogans that appear on the Services (such as those for third-party Available AI Models) are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.
- b. Your Content License Grant. In connection with your use of the Services, you may be able to post, upload, or submit Materials and other content to be made available through the Services (“**Your Content**”). In order to operate the Services, we must obtain from you certain license rights in Your Content so that actions we take in operating the Services are not considered legal violations. Accordingly, by using the Services and uploading Your Content, you grant us a license to access, use, host, cache, store, reproduce, transmit, display, publish, distribute, and modify (such as for technical purposes, including making sure content is viewable on smartphones as well as computers and other devices) Your Content as required to be able to operate, improve, debug, distribute and provide the Services and our related technologies, including to create prompt logs for tracking and evaluation of how the Services and Available AI Models are being utilized via the Services. You agree that these rights and licenses are royalty free, transferable, sub-licensable, worldwide and irrevocable (for so long as Your Content is stored with us), and include a right for us to make Your Content available to, and pass these rights along to, others with whom we have contractual relationships related to the provision of the Services, solely for the purpose of providing such Services, and to otherwise permit access to or disclose Your Content to third parties if we determine such access is necessary to comply with our legal obligations. As part of the foregoing license grant you agree that the other users of the Services may have the right to comment on and/or tag Your Content and/or to use, publish, display, modify or include a copy of Your Content that is publicly posted, except that the foregoing shall not apply to any of Your Content that you post privately for non-public display on the Services. As part of the foregoing license, you further agree that we may aggregate and anonymize data and information relating to (i) how you interact with the Services, such as page views, errors in functionalities, and latency; and (ii) the types of content processed and generated by the Services, such as the volume of Outputs related to specific categories of content like software coding (“Aggregate Data”). We may use

Aggregate Data for our business purposes, including to test, support, develop, train, and improve the Services and our other products and services. To the fullest extent permitted by applicable law, the Company reserves the right, and has absolute discretion, to remove, screen, edit, or delete any of Your Content at any time, for any reason, and without notice. By posting or submitting Your Content through the Services, you represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for Your Content. You agree that Your Content will not contain material subject to copyright or other proprietary rights, unless you have the necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

- c. Feedback. A key segment of our Services is collecting feedback, comments and suggestions for improvements to the Services or any Available AI Models (“**Feedback**”). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title or interest in the Services, any Available AI Models, or in any such Feedback. All Feedback becomes the sole and exclusive property of the Company, and the Company may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to the Company any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.
- d. Notice of Infringement – DMCA (Copyright) Policy. If you believe that any text, graphics, photos, audio, videos or other materials or works uploaded, downloaded or appearing on the Services have been copied in a way that constitutes copyright infringement, you may submit a notification to our copyright agent in accordance with 17 USC 512(c) of the Digital Millennium Copyright Act by providing the following information in writing:
 - i. identification of the copyrighted work that is claimed to be infringed;
 - ii. identification of the allegedly infringing material that is requested to be removed, including a description of where it is located on the Service;
 - iii. information for our copyright agent to contact you, such as an address, telephone number and e-mail address;
 - iv. a statement that you have a good faith belief that the identified, allegedly infringing use is not authorized by the copyright owners, its agent or the law;
 - v. a statement that the information above is accurate, and under penalty of perjury, that you are the copyright owner or the authorized person to act on behalf of the copyright owner; and
 - vi. the physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or of an exclusive right that is allegedly infringed.

Notices of copyright infringement claims should be sent by mail to: Ber Sarai Labs Inc., Attn: Copyright Manager, PO Box 391302, Mountain View, CA 94039, or by e-mail to legal@yupp.ai. It is our policy, in appropriate circumstances and at our discretion, to disable or terminate the accounts of users who repeatedly infringe copyrights or intellectual property rights of others.

- e. Third-Party Services and Materials. Our Services display, include or make available content, data, information, applications or materials from third parties, such as the Available AI Models (“**Third-Party Materials**”) or provide links to certain third-party websites. By using the Services, you acknowledge and agree that we are not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or websites. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third-Party Materials or third-party websites, or for any other materials, products, or services of third parties. Third-Party Materials and links to other websites are provided solely as a convenience to you.

5. **Disclaimers, Limitations of Liability and Indemnification**

a. Disclaimers.

- i. Your access to and use of the Services are at your own risk. You understand and agree that the Services including any Materials generated thereby are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, the Company, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners and licensors (the “**Company Entities**”) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. The Company Entities make no warranty or representation and disclaim all responsibility and liability for: (a) the completeness, accuracy, availability, timeliness, security or reliability of the Services including any Materials generated thereby; (b) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services including any Materials generated thereby; (c) the operation or compatibility with any other application or any particular system or device; (d) whether the Services will meet your requirements or be available on an uninterrupted, secure or error-free basis; and (e) the deletion of, or the failure to store or transmit, Your Content and other communications maintained by the Services. No advice or information, whether oral or written, obtained from the Company Entities or through the Services, will create any warranty or representation not expressly made herein.
- ii. THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING NEW JERSEY, DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS,

EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

- iii. THE COMPANY ENTITIES TAKE NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES.
 - iv. YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH THE COMPANY ENTITIES WILL BE RESPONSIBLE FOR.
- b. Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE COMPANY ENTITIES BE LIABLE (A) FOR DAMAGES OF ANY KIND, INCLUDING INDIRECT SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES INCLUDING ANY MATERIALS GENERATED THEREBY OR THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE COMPANY ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES. SOME JURISDICTIONS (SUCH AS THE STATE OF NEW JERSEY) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. THE COMPANY ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- c. Indemnification. By entering into these Terms and accessing or using the Services, you agree that you shall defend, indemnify and hold the Company Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Company Entities arising out of or in connection with: (a) your violation or breach of any term of these Terms or any applicable law or regulation; (b) your violation of any rights of any third party; (c) your misuse of the Services; (d) Your Content (including any Input and your use of any Outputs); or (e) your negligence or willful misconduct. If you are obligated to indemnify any Company Entity hereunder, then you agree

that Company (or, at its discretion, the applicable Company Entity) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Company wishes to settle, and if so, on what terms, and you agree to fully cooperate with Company in the defense or settlement of such claim.

6. ARBITRATION AND CLASS ACTION WAIVER

- a. PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.**
- b. Informal Process First.** You and the Company agree that in the event of any dispute between you and the Company Entities, either party will first contact the other party and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action, after first allowing the receiving party thirty (30) days in which to respond. Both you and the Company agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.
- c. Arbitration Agreement and Class Action Waiver.** After the informal dispute resolution process, any remaining dispute, controversy, or claim (collectively, “**Claim**”) relating in any way to the Company’s services and/or products, including the Services, and any use or access or lack of access thereto, will be resolved by arbitration, including threshold questions of arbitrability of the Claim. You and the Company agree that any Claim will be settled by final and binding arbitration, using the English language, administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the “**JAMS Rules**”) then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms). Because your contract with the Company, these Terms, and this Arbitration Agreement concern interstate commerce, the Federal Arbitration Act (“**FAA**”) governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit. Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under these Terms will take place on an individual basis – class arbitrations and class actions are not permitted. You understand that by agreeing to these Terms, you and the Company are each waiving the right to trial by jury or to participate in a class action or class arbitration.
- d. Exceptions.** Notwithstanding the foregoing, you and the Company agree that the following types of disputes will be resolved in a court of proper jurisdiction: (i) disputes or claims within the jurisdiction of a small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual dispute and not as a class, representative, or consolidated action or proceeding; (ii) disputes or claims where

the sole form of relief sought is injunctive relief (including public injunctive relief); or (iii) intellectual property disputes.

- e. Costs of Arbitration. Payment of all filing, administration, and arbitrator costs and expenses will be governed by the JAMS Rules, except that if you demonstrate that any such costs and expenses owed by you under those rules would be prohibitively more expensive than a court proceeding, the Company will pay the amount of any such costs and expenses that the arbitrator determines are necessary to prevent the arbitration from being prohibitively more expensive than a court proceeding (subject to possible reimbursement as set forth below). Fees and costs may be awarded as provided pursuant to applicable law. If the arbitrator finds that either the substance of your claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the JAMS Rules. In that case, you agree to reimburse the Company for all monies previously disbursed by it that are otherwise your obligation to pay under the applicable rules. If you prevail in the arbitration and are awarded an amount that is less than the last written settlement amount offered by the Company before the arbitrator was appointed, the Company will pay you the amount it offered in settlement. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.
- f. Opt-Out. You have the right to opt-out and not be bound by the arbitration provisions set forth in these Terms by sending written notice of your decision to opt-out to legal@yupp.ai. The notice must be sent to the Company within thirty (30) days of your first registering to use the Services or agreeing to these Terms; otherwise you shall be bound to arbitrate disputes on a non-class basis in accordance with these Terms. If you opt out of only the arbitration provisions, and not also the class action waiver, the class action waiver still applies. You may not opt out of only the class action waiver and not also the arbitration provisions. If you opt-out of these arbitration provisions, the Company also will not be bound by them.
- g. **WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND THE COMPANY EACH AGREE THAT ANY PROCEEDING TO RESOLVE ANY DISPUTE, CLAIM, OR CONTROVERSY WILL BE BROUGHT AND CONDUCTED ONLY IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS (OR PURPORTED CLASS), CONSOLIDATED, MULTIPLE-PLAINTIFF, OR REPRESENTATIVE ACTION OR PROCEEDING ("CLASS ACTION"). YOU AND THE COMPANY AGREE TO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION. YOU AND THE COMPANY EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN A CLASS ACTION IN ANY FORUM. IF THE DISPUTE IS SUBJECT TO ARBITRATION, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO COMBINE OR AGGREGATE CLAIMS, CONDUCT A CLASS ACTION, OR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE**

ARBITRATION. FURTHER, YOU AND THE COMPANY AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND IT MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS ACTION. FOR THE AVOIDANCE OF DOUBT, HOWEVER, YOU CAN SEEK PUBLIC INJUNCTIVE RELIEF TO THE EXTENT AUTHORIZED BY LAW AND CONSISTENT WITH THE EXCEPTIONS CLAUSE ABOVE. IF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID WITH RESPECT TO SUCH PROCEEDING SO LONG AS THE PROCEEDING IS PERMITTED TO PROCEED AS A CLASS ACTION. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class, private attorney general, or consolidated or representative action must be brought in a court of proper jurisdiction and not in arbitration.

7. Additional Provisions

- a. Updating These Terms. We may modify these Terms from time to time in which case we will update the "Last Revised" date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by e-mail and/or by placing a prominent notice on the first page of the Website. However, it is your sole responsibility to review these Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms.
- b. Termination of License and Your Account. If you breach any of the provisions of these Terms, all licenses granted by the Company will terminate automatically. Additionally, the Company may suspend, disable, or delete your Account and/or the Services (or any part of the foregoing) with or without notice, for any or no reason. If the Company deletes your Account for any suspected breach of these Terms by you, you are prohibited from re-registering for the Services under a different name. In the event of Account deletion for any reason, the Company may, but is not obligated to, delete any of Your Content. the Company shall not be responsible for the failure to delete or deletion of Your Content. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by the Company or you. Termination will not limit any of the Company's other rights or remedies at law or in equity.
- c. Injunctive Relief. You agree that a breach of these Terms will cause irreparable injury to the Company for which monetary damages would not be an adequate remedy and the Company shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.

- d. California Residents. If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.
- e. Miscellaneous. These Terms, along with our Acceptable Use Policy, constitute the entire agreement between the parties with respect to the subject matter hereof and your use of the Services, and supersedes all other agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms and the licenses granted hereunder may be assigned by the Company but may not be assigned by you without the prior express written consent of the Company. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect. The Services are operated by us in the United States. Those who choose to access the Services from locations outside the United States do so at their own initiative and are responsible for compliance with applicable local laws. These Terms are governed by the laws of the State of California, without regard to conflict of laws rules, and the proper venue for any disputes arising out of or relating to any of the same will be the arbitration venue set forth in Section 6, or if arbitration does not apply, then state and federal courts located in San Francisco, California.
- f. How to Contact Us. You may contact us regarding the Services or these Terms by e-mail at legal@yupp.ai.