

TERMS AND CONDITIONS

These Terms and Conditions have been updated on May 20, 2024

Please read these Terms and Conditions carefully before using SKILLFUL AI!

Welcome to the Website(s) www.app.skillfulai.io and www.skillfulai.io (each alone as well as all together – the “**Website**”) where You can access Our SKILLFUL AI’s services (the “**Platform**”)!

These Terms and Conditions constitute a binding legal agreement between You and SKILLFUL Technologies Inc. (Legal address: Advanced Tower, 1st Floor Panama City, Panama, company number: 155747732) (“**SKILLFUL AI**”, or “**We**”, or “**Us**”).

By accessing and/or viewing and/or using the Website and/or the Platform, and/or giving your consent by clicking the respective “I agree” button (or as another similar wording may be available) when You access or use, or register to the Website and/or the Platform through any mobile phone, tablet, computer, or another device, you as a user (“**You**”, or “**User**”) of the Website and/or the Platform, confirm that **You have read, understand and agree to be bound by these Terms and Conditions, and Our Privacy Policy** which is incorporated by reference into this agreement with You (this “**Agreement**”), and any other related documents, policies and terms and conditions, and applicable law.

SKILLFUL AI may **change** these Terms and Conditions at any time without notice, effective upon their posting to the Website and/or the Platform. Continued access to or use of the Website and/or the Platform will be deemed Your acceptance of the revised Terms and Conditions. We may notify You about the updates to these Terms and Conditions but We assume no obligation for such notification. Therefore, We encourage You to periodically check these Terms and Conditions for any updates.

If You disagree with these Terms and Conditions, please do not use the Website and/or the Platform.

1. SCOPE OF THE SERVICE

1.1. Using the Website and/or the Platform with the User's device, the User can access Our Platform and the services it provides in relation to generative artificial intelligence for question answering, instruction following, image transformation, and image generation tasks, for fine-tuning, and creating personalized AI Assistants, building agentic workflows, and/or similar or related activities as may be available.

2. USER'S AGE; PERMITTED AND UNAUTHORIZED USE

2.1. The Platform is not designed for or directed at persons under 13 (thirteen) years of age. If You are under 13 (thirteen) years of age, then You may not, under any circumstances or for any reason, use the Platform.

2.2. By using the Website and/or the Platform and/or agreeing to be bound by these Terms and Conditions in another way, **You represent and warrant that You have reached the minimum age required hereunder and the following conditions applicable to You are complied with:**

2.2.1. If You are 13 (thirteen) or older, but under 18 (eighteen) years of age, You must have consent from Your parent or guardian to use Our services.

2.2.2. If Your country of residence has the age of majority and legal consent requirements more restrictive than those outlined in these Terms and Conditions, You must comply with the requirements of Your country of registration.

2.2.3. If You use the Website and/or the Platform and/or agree to be bound by these Terms and Conditions in another way on behalf of a legal or business entity, You represent and warrant that You are authorized to do so on that entity's behalf and bind them in this regard. In such a case, the references to "You" and "User" will refer to that entity.

2.2.4. Several (pre)paid and token-related services on Our Website and/or Platform may have age restrictions for Users under 18 (eighteen) years of age. To use such services, You must have reached the age of majority, which for most countries is 18 (eighteen) years. To confirm that You have reached the specified age, when You request access to several (pre)paid and token-related services, We may request documents verifying Your identity and age.

2.3. You expressly accept that the use of the Website and/or the Platform will be carried out under Your sole and exclusive responsibility.

2.4. You agree that Your use of the Website and the Platform shall comply with all applicable laws, regulations, and guidelines.

2.5. The right to access the Website and/or the Platform is revoked where these Terms and Conditions or use of the Website and/or the Platform is prohibited or to the extent offering, sale, or provision of the Website and/or the Platform conflicts with any applicable law, rule, or regulation. Further, the Website and the Platform are offered only for Your use and not for the use or benefit of any third party.

2.6. You are solely responsible for Your interaction with others using the Website and/or the Platform, and other third parties that You come in contact with through Our Website and/or Platform.

2.7. You shall not use the Website and/or the Platform in any way, or submit to Us or to the Website and/or the Platform anything, which in any respect:

2.7.1. is a breach of any law, statute, regulation, or by-law of any applicable jurisdiction;

2.7.2. is fraudulent, criminal, or unlawful;

2.7.3. is inaccurate or out-of-date;

2.7.4. may be obscene, indecent, pornographic, vulgar, profane, racist, sexist, discriminatory, offensive, derogatory, harmful, harassing, threatening, malicious, abusive, hateful, menacing, defamatory, untrue, or political;

2.7.5. impersonates any other person or body or misrepresents a relationship with any person or body;

2.7.6. may infringe or breach the copyright or any intellectual property rights (including, without limitation, trademark rights, and broadcasting rights) or privacy or other rights of Us or any third party;

2.7.7. may be contrary to Our interests;

2.7.8. is contrary to any specific rule or requirement that We stipulate on the Website/Platform in relation to a particular part of the Website and/or the Platform, or the Website and/or the Platform generally;

2.7.9. involves Your use, delivery, or transmission of viruses or anything likely intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.

2.8. When browsing and using the Website and/or the Platform, You agree not to carry out any conduct that could damage the image, interests, or rights of SKILLFUL AI or third parties, nor actions that could damage or render the Website and/or the Platform unusable, or that in any other way could prevent the normal operation of the Website and/or the Platform. Specifically, You agree to:

2.8.1. make diligent, correct, and lawful use of the Website and the Platform, respecting the current legislation and, in particular, that relating to intellectual and industrial property;

2.8.2. not to use the Website and/or the Platform for commercial purposes, for example, collecting information or content to provide other services that may be a competition to SKILLFUL AI;

2.8.3. not to modify or try to modify the Website and/or the Platform, or take actions aimed at copying or simulating its appearance or functions;

2.8.4. not to carry out actions that involve the introduction of computer viruses, worms, Trojans, or any other kind of malicious code intended to interrupt, destroy, or limit the operation of the Website and/or the Platform;

2.8.5. not to remove or modify any copyright notices, restrictions, or proprietary marks of any kind of Us or Our licensors;

2.8.6. not to use reverse engineering techniques and/or decipher, decompile, or use any other system intended to know the source/object code of the Website and/or the Platform, or any element protected by intellectual property regulations;

2.8.7. not to interfere with or disrupt the Website and/or the Platform, or any network, server, or similar infrastructure connected to the Website and/or the Platform, or disobey any requirements, procedures, policies, or regulations of the foregoing, including via a denial of service attack or a distributed denial of service attack, or any other attack or interference of any nature, or using any device, software, or routine;

2.8.8. not to probe, scan, or test the workload or performance indicators, or vulnerability of the Website and/or the Platform, or any network, server, or similar infrastructure connected to the Website and/or the Platform, including the security structure thereof;

2.8.9. periodically review these Terms and Conditions, checking the changes that, where appropriate, SKILLFUL AI had implemented.

2.9. This list of unauthorized, prohibited uses and rules of conduct is not meant to be exhaustive. We reserve the right to determine what conduct We consider to be a violation of or improper use under these Terms and Conditions and the appropriate action to take.

2.10. You undertake to promptly notify Us in writing if You become aware of any unauthorized access or use of the Website or Platform and/or any breach of these Terms and Conditions.

2.11. We may update, modify, or eliminate the content of the Website and/or the Platform, or limit and/or prevent access to it at any time and without prior notice.

2.12. If We ascertain or receive information from third parties or law enforcement officials of any of the above-listed prohibited uses or other unlawful uses on Your behalf, We may terminate Your access to the Website and/or the Platform due to Your breach of these Terms and Conditions and You shall forfeit any right to any refund or reimbursement of damages due to such termination. You agree to reimburse Us for any expenses or costs, including consequential damages, We or anyone else may have or may incur as a result of such a breach or unlawful act.

2.13. Except as expressly stated in these Terms and Conditions, We make no representations or warranties that Your use of the Website and/or the Platform is appropriate in Your jurisdiction. Other than as indicated herein, You are responsible for Your compliance with any local and/or other laws, as applicable to Your use of the Website and/or the Platform.

2.14. You may be provided with access to the use of generative artificial intelligence features (“**AI Features**”) as available in the Platform. Please note that the AI Features are not sentient or alive, and not controlled by Us.

3. ACCESS OR REGISTRATION TO PLATFORM; ACCESS/ACCOUNT FEATURES

3.1. The Website does not require specific registration to access it. However, only after the connection/registration or other similar available process, the User will be able to use the services of Our Platform and get the best out of Our Platform.

3.2. To access the Platform, You may need to use non-custodial wallet software that allows You to interact with public blockchains (or other solution required). Your relationship with that non-custodial wallet provider is governed by the applicable terms of service. We do not have custody or control over the contents of Your wallet, and We have no ability to retrieve or transfer its contents and hereby disclaim any liability in relation thereto. By connecting Your wallet to Our Platform, You agree to be bound by this Agreement and all of the terms incorporated herein by reference.

3.3. To access Our Platform, You may otherwise need to create an Account. To do so, You may need to use Your accounts on third-party services available on the Website (such as Thirdweb and/or others) or use other data required for the Account (such as a working email and a password), if available on the Website. At the time of registration, it may be necessary to confirm Your email by entering a verification code, which is sent to the indicated email address, after so You should click an appropriate button for verification, if available.

3.4. After connecting or registering as described, You can then access/login to Our Platform with Your credentials provided during such connecting/registration. **The information You give Us has to be accurate, current, and complete.**

3.5. You are responsible for maintaining the confidentiality of Your wallet, email, and other login credentials. You undertake to promptly notify Us in writing if You become aware of any unauthorized access or use of Your credentials/Account. You will be solely responsible and liable for any losses, damages, liability, and expenses incurred by Us or a third party, due to any unauthorized usage of Your credentials/Account by either You or any other User or third party on Your behalf.

3.6. The Platform may offer different types of User access/Accounts, such as depending on the different types of Users (e.g. personal Account for an individual or corporate Account for a business entity), or any other criteria or feature (such as holding different assets in regarding to payments, etc.) as may be available on the Platform. Different types of User access/Accounts, or such other criteria or features, may provide different functionality or features of the Platform, as may be available on the Platform.

3.7. We have the right to disable Your access/Account at any time for any reason or without one, including, without limitation, if We become aware that:

3.7.1. You may not be old enough to access Our services, or register an Account;

3.7.2. You are not authorized to use the Platform;

3.7.3. Your use of the Website and/or the Platform is considered prohibited or otherwise unlawful;

3.7.4. Your payment obligations hereunder are, or are likely to become, overdue; or

3.7.5. You are or may be in violation of these Terms and Conditions, or any law or regulation.

3.8. If You lose Your password, please use the procedure that may be available to restore the password, if any. **However, if You lose Your wallet credentials used to connect to the Platform, You may no longer be able to connect to the Platform and Your progress within it.** More information can be found on Our Website and/or Platform, or by contacting Our customer support at support@skillfulai.io.

3.9. If You are provided with an option to delete Your access/Account and if You use it, We will delete all Your information, except for the minimum that is needed for complying with and the fulfillment of the accounting obligation to tax authorities as set by applicable laws, or for complying with any other applicable laws or meeting law enforcement requirements, or for other compelling legitimate grounds. Please be advised that upon deleting, data created within Your access/Account will not be recoverable thereafter, and even if You, later on, decide to reconnect/re-register an Account or re-subscribe, You have to sign up again and start all over.

4. PAYMENTS; REFUNDS

4.1. Certain features of the Platform are offered for a fee, whether on a subscription basis (time-based; each subscription may have its own term), as a one-time payment, or otherwise, as may be presented on the Website and/or the Platform. The fees are exclusive of any and all taxes and You shall bear sole responsibility and liability to pay any applicable taxes required in relation to payment of fees to Us.

4.2. We may offer different plans and other options with their own terms and conditions, as may be specified on the Website and/or the Platform. You can make purchases directly on the Website and/or the Platform using the payment options available, and by entering Your payment-related information and/or connecting Your payment card/account/wallet, or otherwise as required and available. By doing so, You authorize Us and Our payment processor to charge You based on the provided payment information and method, for the service You selected and any further renewal transactions. You shall provide Us with complete, up-to-date, and accurate billing information and a valid payment method, and You shall bear the sole responsibility and liability if such is/are incomplete, out-of-date, inaccurate, or invalid.

4.3. The processing of payments will be subject to the terms and conditions and privacy policy of the relevant third-party payment processor, and We disclaim all and any liability in relation to the security or performance of it, and other related issues.

4.4. **Your rights to access/use the Platform's features offered for a fee will expire at the end of the period paid by You.** We reserve the right to disable or terminate Your access to the Platform (and may do so without notice). So, please make sure that You download, save, copy, or otherwise export any and all Your Data/Outputs prior to such expiration. We may, but shall be under no obligation to, store and host such Data/Outputs upon such expiration and may, at Our sole discretion, delete such Data/Outputs, and We disclaim all and any liability both to You and to any other third party in connection thereto.

4.5. By signing up for a certain subscription plan, You agree that, in order to let You avoid any interruptions in using the best of the Platform, Your subscription plan may be automatically renewed, for the same term and rate, unless otherwise disclosed to You on the Website and/or the Platform. You may opt out of Your subscription plan's auto-renewal before the expiration of the prior term subject to the terms and conditions as available on the Website and/or the Platform. To do so, You should follow the instructions on the Website and/or the Platform, or contact Our customer support

at support@skillfulai.io at least 5 (five) business days prior to the expiration of the prior subscription plan term and We will use Our best endeavors to process Your request before such expiration.

4.6. The features of the Platform that are offered on a paid basis (and on a free basis, as well) may be subject to change at Our sole discretion at any time and as will be available on the Platform. We may also change subscription options, including fees, at any time and without notice.

4.7. **Unless expressly set forth herein, any fees paid are non-cancelable and non-refundable.** Please be advised that We will not refund any fees if You decide to cancel Your subscription. We also reserve the right not to refund You any fees paid in case You are or may be in violation of these Terms and Conditions, or any law, or regulation, and disclaim any obligation in relation to such refund. However, We may review Your refund request at Our sole discretion and under certain circumstances as We deem appropriate, on a case-by-case basis, for such inquiries please contact Our customer support at support@skillfulai.io.

4.8. We may provide special discounts or promotional offers for Our Users that may permit certain advantages and/or restrictions, including in relation to fees and payments. Please review Our Website and Platform for more information or contact Our customer support at support@skillfulai.io.

5. USER DATA; AI FEATURES

5.1. You can provide, upload, submit, transmit, or otherwise make available any data, file attachments, text, applications, images, messages, or any other information or data, to or through Our Website and/or Platform (“Data” or “Input(s)”).

5.2. When You provide, upload, submit, transmit, or otherwise make available any Data to or through Our Website and/or Platform, You hereby grant to Us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to access, host, use, distribute, process, modify, distribute, run, copy, publicly perform, display, and/or translate Your Data and/or create derivative works of Your Data, in any form or media, anywhere, and without any notice or compensation to You of any kind. This license will end when Your Data is deleted from Our systems. Such license is granted (i) to run, maintain, and provide You the Platform; (ii) to prevent or address technical or security issues, and resolve support requests; (iii) to investigate when We have a good faith belief or have received a complaint alleging that such Data is in violation of these Terms and Conditions; (iv) to comply with a valid legal subpoena, request, or any other lawful process; (v) to accomplish other applicable purposes; and (vi) as otherwise expressly permitted in writing by You. Such license shall also cover Our usage of non-personally identifiable information for training or other similar or related purposes (such as the implementation of the instructions, operating the prompts, rates, etc.), as well as other grounds stated in this clause, if the User agrees to it via a specific checkbox or as otherwise may be presented on the Website and/or Platform.

5.3. Our Platform may provide responses to Your Inputs (“Output(s)”). To the extent permitted by law, We hereby assign to You all Our right, title, and interest, if any, in and to Outputs and You retain all right, title, and interest in and to Your Outputs.

5.4. The Platform may allow You to share Your Inputs and Outputs, with others, including through other third-party services. If You share Your Inputs and Outputs from the Platform with others through such third-party services, You authorize Us to share those Inputs and Outputs from the Platform with them. Please review the terms and conditions, and other policies of such third-party services You share Inputs and Outputs with or through for additional information about how they may use Inputs and Outputs. If You redistribute Inputs and Outputs, You must be able to edit or delete any such Inputs and Outputs You redistribute, and You must edit or delete them promptly upon Our request.

5.5. When You provide or otherwise make available any Data to or through Our Website and/or Platform as described above, You represent and warrant that (and agree to comply as stated below):

5.5.1. You have (or have obtained) all rights, licenses, consents, permissions, and/or authority, necessary to grant the rights granted herein, for any Data that You provide or otherwise make available to or through Our Website and/or Platform;

5.5.2. all Data is in compliance with all and any applicable laws and regulations, and Our Terms and Conditions and other applicable policies;

5.5.3. all Data that You provide or otherwise make available to or through Our Website and/or Platform, and Your and Our use of such Data, shall not (i) infringe or violate any patents, copyrights, trademarks, or other intellectual property, privacy, data protection, proprietary, publicity, or any other rights of any third party; (ii) violate any applicable local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer and exportation, or any of Your or third party's policies and terms governing such Data.

5.6. Other than Our security and data protection obligations as expressly stated hereunder, We assume no, and hereby disclaim all and any, responsibility or liability for Your Inputs and Outputs.

5.7. To the maximum extent permitted by applicable law, We disclaim any obligation that We shall monitor, control, and/or moderate Inputs, Outputs, or AI Features, and there shall be no claim against Us for not acting so. You shall be solely responsible for Your Inputs and Outputs and the consequences, including legal, of using, disclosing, storing, or transmitting them.

5.8. You acknowledge and agree that We shall not be treated, for any purpose, as the publisher or speaker of any content generated by the AI Features, including Outputs as a result of the Inputs You supply to the AI Features, and You are the sole publisher and speaker of any such content. You agree that You assume sole liability for such content.

5.9. You shall not submit to the Website and/or the Platform any data that is protected under special legislation and requires unique treatment, including sensitive data.

5.10. We reserve the right to delete any Inputs or Outputs that violate these Terms and Conditions, or any applicable law or regulation. We reserve the right, at Our sole discretion, to require the deletion of any data from the platforms where You share data about SKILLFUL AI.

5.11. In case of termination or expiration of these Terms and Conditions and/or deletion of Your User, it is Your sole liability to download, save, copy, or otherwise export any and all Your Inputs and Outputs prior to such termination or expiration hereof or deletion of Your User. Please note that We shall be under no obligation to store such Your Inputs and Outputs upon termination or expiration hereof or deletion of Your User and We shall not have any liability neither to You nor to any other third party in connection thereto.

6. PRIVACY

6.1. To use the Website and/or the Platform, You may be asked to provide certain Personal Data by different means. All the matters regarding Your Personal Data are governed by Our Privacy Policy accessible at

<https://skillfulai-public-docs.s3.us-west-2.amazonaws.com/Skillful+AI+Privacy+Policy.pdf> and You provide Us with Your consent to the collection of such information by using the Website and/or the Platform; therefore You should ensure that You read the Privacy Policy provisions carefully.

7. INTELLECTUAL PROPERTY OF SKILLFUL AI

7.1. **All intellectual property in and to the Website and the Platform**, and material available on the Website and the Platform (excluding the Inputs and Outputs, as defined hereunder, of Users), which includes materials protected by copyright, trademark, or patent laws, including, but not limited to, the text, software, website templates and widgets, application programming interface, scripts, graphics, photos, illustrations, sounds, music, videos, audio clips, video clips, audiovisual combinations, designs, animations, interfaces, interactive features, textual content, and other materials User may view in the Website and the Platform, and any modifications, enhancements, and derivations thereof, **is either owned by or licensed to Us**, subject to other provisions hereof. All trademarks, service marks, trade names, and other proprietary identifiers, are owned, registered by, and/or licensed to Us. **All rights reserved.**

7.2. We hereby grant You a limited, worldwide, non-exclusive, non-transferable right to access and use the features of the Platform, solely for Your internal purposes.

7.3. No licenses or rights are granted to You by implication or otherwise, under any intellectual property right controlled or owned by Us or the respective owners (licensors) of any such associated intellectual property, except for the permissions and rights expressly granted in these Terms and Conditions.

8. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

8.1. If You believe that Your work has been copied and posted on Our Website and/or Platform in a way that constitutes copyright infringement and no legal exception exists, You (as a copyright owner or an agent authorized to act on the owner's behalf) may provide Us with the written information specified below:

8.1.1. An electronic or physical signature of the copyright owner or the person authorized to act on behalf of the copyright owner;

8.1.2. An identification and description of the copyrighted work that You claim has been infringed upon;

8.1.3. An identification and description of the material that You claim is infringing, and where it is located on the Website and/or the Platform, in a manner reasonably sufficient to permit Us to locate such material, including the URL(s) on the Website and/or the Platform where such material may be found;

8.1.4. Your address, telephone number, and e-mail address, so We can contact You;

8.1.5. A statement by You that You have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent, or the law;

8.1.6. A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

8.2. Our contacts:

SKILLFUL Technologies Inc.

Legal address: Advanced Tower, 1st Floor Panama City, Panama

Email: support@skillfulai.io.

8.3. Please note that this procedure is exclusively for notifying Us and Our affiliates that You believe that Your copyrighted material has been infringed.

9. NOTIFICATIONS; E-MAILING

9.1. As a part of using the Platform, We may send You notifications by email letters to Your email address or other contacts You provided, which You used for registration or provided to Us otherwise. We may distribute several types of such notifications:

9.1.1. about innovations in the Platform;

9.1.2. about promotional actions and offers;

9.1.3. service notifications regarding essential changes to the Platform in relation to Your use of the Platform;

9.1.4. other notifications, or service letters.

9.2. You agree to receive marketing emails when You give Your consent by ticking the respective box for receiving marketing emails when You access/register to the Platform or as otherwise available on the Platform. In each letter, You shall be provided with the opportunity to “Opt out of the electronic mailing list”.

9.3. By accepting these Terms and Conditions and Our Privacy Policy, You confirm Your consent to receiving other notifications such as email letters/SMS from Us, except for marketing emails as stated above.

10. THIRD-PARTY SERVICES

10.1. Through Our Platform, as may be available, a User may enable integration of its access/Account or AI Features with certain third-party services, such as may be available on Our Platform from time to time, which will allow an exchange, transmission, modification, or removal of data between Our Platform and such third-party service. You hereby acknowledge that any access, collection, transmission, processing, storage, or any other use of data, including the Inputs or Outputs, by such third-party service, is governed by Your agreement with that third party, including any applicable terms and conditions, privacy policy, and We are not responsible for such activities by that service, or for their privacy practices and security measures. By integrating and/or using any third-party service, You acknowledge and agree that:

10.1.1. You are solely responsible for Your compliance with terms and conditions, privacy policy, Cookies policy, privacy restrictions, and other practices of such third-party service, and applicable laws and regulations, and any activities You may conduct in relation to or may permit the third parties, including such third-party service, to conduct;

10.1.2. We disclaim any, and shall have no, obligation or liability of any kind in relation to any data transmission, modification and/or removal that may result due to such integration.

10.2. By using the Website and/or the Platform, You may follow different links to third-party websites, applications, or other products or services operated by other subjects. You access such third-party services at Your own risk and subject to their terms and conditions. Please check the terms and conditions and privacy policy applicable to each such service You visit.

11. CONFIDENTIALITY

11.1. In connection with the Platform, We may disclose (the “**Disclosing Party**”) to the User (the “**Receiving Party**”), certain non-public business, product, technology, and marketing information,

including without limitation, customers lists and information, know-how, software, any other information internal to the Disclosing Party and any other non-public information, which either marked as confidential or which, from its nature, content or the circumstances in which it is provided, is reasonably deemed to be confidential (the “**Confidential Information**”). For the avoidance of doubt, Our Platform, and any of technology, systems, or techniques connected or related thereto, and their respective performance information, as well as any data, trade secrets, intellectual property, software programs, and works of authorship, know-how, marketing and distribution data, planning data, reports, and materials We may provide to You in connection with Our Platform or use thereof and any copies, extracts, compilations, studies, notes, reports, materials, documentation, analyses, and reviews thereof, or any other information, which contain, reflect, or is compiled therefrom, as may be prepared or received by or on behalf of the User, are regarded Our Confidential Information.

11.2. Confidential Information does not include information that (a) at the time of disclosure or at any time thereafter is in the public domain or subsequently enters the public domain, except where this has arisen as a result of a breach of the terms of this Agreement or breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, without restriction, prior to receipt from the Disclosing Party under this Agreement, as evidenced by the Receiving Party's written records; (c) that the Receiving Party obtained from any third party who owes no obligations to the Disclosing Party in relation to the information in question; or (d) was independently acquired or developed by the Receiving Party without the aid, application, or use of the Disclosing Party's Confidential Information.

11.3. The Receiving Party will (i) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information and limit access to those employees, affiliates, service providers, and agents, on a need-to-know basis and who are bound by confidentiality obligations at least as restrictive as those contained herein; and (ii) not use or disclose any Confidential Information to any third party, except as part of its performance under these Terms and Conditions and/or as required to be disclosed to legal or financial advisors of the Receiving Party, provided that any such disclosure shall be governed by confidentiality obligations at least as restrictive as those contained herein. Notwithstanding the above, Confidential Information may be disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body or authority; provided, however, that to the maximum extent legally permissible, the Receiving Party shall make best efforts to provide prompt written notice of such requirement to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate relief.

12. LIMITATION OF LIABILITY

12.1. WE HEREBY DISCLAIM ANY AND ALL LIABILITY TO YOU OR ANY THIRD PARTY RELATING TO YOUR USE OF the Website and/or the Platform.

12.2. The Website and the Platform are provided **AS IS** and **AS AVAILABLE**, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL WE BE LIABLE TO YOU IN ANY WAY FOR ANY CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT. NEITHER WE NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE OR THE PLATFORM OR THAT IT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. TO THE FULLEST EXTENT PROVIDED BY LAW, WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE,

INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

12.3. YOU ACKNOWLEDGE AND AGREE THAT ANY USE OF OUTPUTS FROM OUR PLATFORM IS AT YOUR SOLE RISK AND THERE IS NO WARRANTY OR ADVICE GIVEN BY US TO YOU TO RELY ON OUTPUTS AS A SOURCE OF TRUTH OR FACTUAL INFORMATION, OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE.

12.4. You understand that the content presented on the Website and the Platform, whether publicly posted or privately transmitted, is the sole responsibility of the person/entity from whom such content originated. We do not control this content and do not guarantee its accuracy, integrity, or quality.

12.5. Your use of any aspect of the Website and/or the Platform is at Your own risk. WE CANNOT AND DO NOT ACCEPT ANY LIABILITY IN RESPECT OF ANY ACTIVITIES THAT YOU MAY UNDERTAKE THROUGH USING THE WEBSITE OR THE PLATFORM.

12.6. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL WE, OUR AFFILIATES, OR ANY OF OUR OR THEIR EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS, OR SUPPLIERS NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY PERSONAL INJURY, INCLUDING DEATH, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE WEBSITE OR THE PLATFORM, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, THE ACCURACY OF RESULTS, OR COMPUTER OR DEVICE FAILURE OR MALFUNCTION, OR THE FAILURE OF SECURITY MEASURES AND PROTECTIONS, EVEN IF A REPRESENTATIVE OF OURS OR OUR AFFILIATE HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

12.7. To the fullest extent permitted by law, under no circumstances shall Our liability to You for any claim or cause of action whatsoever, and regardless of the form of the action, whether arising in tort, contract, strict liability, or otherwise, exceed the lesser of the dollar amount You paid Us to use the Platform for one month preceding the damages arose, or USD 50 (fifty). This limitation of liability is cumulative and not per incident.

12.8. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to You. To the extent that We may not, as a matter of applicable law, disclaim any implied warranty or limit liabilities, the scope and duration of such warranty and the extent of Our liability will be the minimum permitted under such applicable law.

12.9. Any claims arising in connection with Your use of the Website and/or the Platform must be brought within 60 (sixty) calendar days of the date of the event giving rise to such occurred action, or as otherwise limited by applicable law. Remedies available to You under these Terms and Conditions are exclusive and are limited to those expressly provided for in these Terms and Conditions, even if the applicable remedy under these Terms and Conditions fails of its essential purpose.

13. INDEMNITY

13.1. You agree to defend, indemnify, and hold Us harmless, including Our officers, directors, employees, agents, subcontractors, licensors and suppliers, any of Our affiliates, successors, assigns, and licensees, (and any of the foregoing in relation to Our affiliates) from and against any claims, actions, or demands, damages, losses, liabilities, judgments, settlements, costs, or expenses

(including attorneys' fees and costs) arising directly or indirectly from or relating to (i) the breach of these Terms and Conditions by You or anyone using Your login credentials, or device; (ii) any claim, loss, or damage experienced from Your use or attempted use of (or inability to use) the Website and/or the Platform; (iii) Your violation of any law or regulation; or (iv) any other matter for which You are responsible under these Terms and Conditions, or any applicable law or regulation of any nature or force.

13.2. We reserve the right to assume the exclusive defense and control of any demand, claim, or action arising hereunder or in connection with the Website and/or the Platform and all negotiations for settlement or compromise. You agree to fully cooperate with Us in the defense of any such demand, claim, action, settlement, or compromise negotiations, as requested by Us.

14. TERMINATION

14.1. These Terms and Conditions are effective until terminated by either You or Us.

14.1.1. You may terminate these Terms and Conditions at any time, provided that You discontinue any further use of the Website and the Platform. If You violate these Terms and Conditions, Our permission to You to use the Website and the Platform will be automatically terminated.

14.1.2. We may, at Our sole discretion, terminate these Terms and Conditions and Your access to the Website and/or the Platform, and/or any or all of the services of the Website and/or the Platform, at any time and for any reason, without penalty or liability to You or any third party. In the event of Your breach of these Terms and Conditions, these actions are in addition to and not in lieu of limitation of any other right or remedy that may be available to Us.

14.2. Any termination of these Terms and Conditions for any reason shall not affect or prejudice any right to damages or other remedies which We may have in respect of the event giving rise to the termination or any other reason to damages or other remedies which We may have in respect of any breach or failure to perform these Terms and Conditions which existed at or before the date of termination.

14.3. Survival.

14.3.1. The provisions of the following Sections and clauses survive the expiration or termination of these Terms and Conditions for any reason whatsoever: "USER DATA; AI FEATURES"; "PAYMENTS; REFUNDS" in respect of any fees unpaid or otherwise due to payment; "PRIVACY"; "INTELLECTUAL PROPERTY OF SKILLFUL AI"; "CONFIDENTIALITY"; "LIMITATION OF LIABILITY"; "INDEMNITY"; "TERMINATION"; "CHOICE OF LAW AND DISPUTE RESOLUTION"; "Entire Agreement"; "No Waiver"; "Severability"; "Assignability".

15. CHOICE OF LAW AND DISPUTE RESOLUTION

15.1. Choice Of Law.

15.1.1. These Terms and Conditions, including any non-contractual obligations arising out of or in connection with them, shall be governed by, and construed in accordance with, the laws of England and Wales, excluding conflict of law provisions.

15.2. Dispute Resolution.

15.2.1. For any dispute with SKILLFUL AI arising out of or in connection with these Terms and Conditions, You agree to first contact SKILLFUL AI at support@skillfulai.io and attempt to resolve the dispute with Us amicably. In the unlikely event that SKILLFUL AI has not been able to resolve a dispute it has with You after 60 (sixty) calendar days, We each agree to resolve any claim, dispute, or

controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms and Conditions, or the breach or alleged breach thereof, by arbitration exclusively as set forth below.

15.2.2. Any disputes arising out of or in connection with these Terms and Conditions, including any question(s) regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be in Stockholm. An arbitral award shall be final for the Parties. It shall not be allowed to submit a motion to a state court to make a decision on the lack of jurisdiction of an arbitral tribunal in connection with the issuance by the arbitral tribunal of a separate order on the existence of jurisdiction as a matter of preliminary nature. The language of the arbitration shall be English. The number of arbitrators shall be 1 (one).

15.2.3. Nothing in this Section “CHOICE OF LAW AND DISPUTE RESOLUTION” shall be deemed as preventing Us from seeking injunctive or other equitable relief from the arbitration or courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of Our data security, intellectual property rights or other rights or interests.

15.3. Class Action And Jury Trial Waiver.

15.3.1. You hereby agree that You will not seek to have any dispute heard as, and waive any right for, a class, collective, private attorney general or representative action or proceeding, or trial by jury in any action, proceeding, or counterclaim, or in any other proceeding. Any proceedings to resolve or litigate any dispute in any procedure will be conducted solely on an individual basis.

16. MISCELLANEOUS

16.1. Entire Agreement.

16.1.1. These Terms and Conditions and Privacy Policy constitute the entire Agreement between You and Us pertaining to the subject matter hereof. Anything contained in or delivered through the Website or the Platform that is inconsistent or conflicts with the terms of this Agreement is superseded by the terms of this Agreement. These Terms and Conditions may not be modified, in whole or in part, except as described elsewhere in these Terms and Conditions.

16.1.2. Any rights not expressly granted by these Terms and Conditions are reserved to SKILLFUL AI.

16.2. No Waiver.

16.2.1. Failure by Us to insist upon or enforce strict performance of any provision of these Terms and Conditions and/or Our Privacy Policy shall not be construed as Our waiver of any provision or right contained herein.

16.3. Severability.

16.3.1. If any of the provisions of these Terms and Conditions are held to be not enforceable by a court or other tribunal of competent jurisdiction, then such provisions shall be amended, limited, or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect.

16.4. Assignability.

16.4.1. You may not assign or transfer these Terms and Conditions or any of Your obligations, rights, or interests provided herein, by operation of law or otherwise, without Our prior written and explicit consent.

16.4.2. You agree that these Terms and Conditions, Privacy Policy, and/or the Agreement between You and Us in general may be assigned by Us, at Our sole discretion to any third party.

16.5. Notices.

16.5.1. Any notice, or other communication under these Terms and Conditions shall be in writing and shall be considered given and received when sent by email or if applicable (but only regarding notices from Our side), text messaging, notifications, or chatbots. The language of the communication shall be English.

17. CONTACT US!

17.1. Notices relating to these Terms and Conditions may be sent to You via email to the email address or by SMS to your phone number, which You used for connecting to/registration on the Platform, or provided to Us otherwise. You expressly authorize Us to contact You via such email or phone number in the event We are required by law to notify You of a data security incident or data breach.

17.2. Please submit any notices, feedback, comments, requests for technical support, and other communications to Us relating to these Terms and Conditions via Our customer support at support@skillfulai.io.