

Sociate AI Limited Terms of Service

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Welcome, and thank you for your interest in Sociate AI Limited ("**Sociate**," "**we**," or "**us**") and our related websites, hosted applications, mobile or other downloadable applications, and other services provided by us (collectively, the "**Service**"). These Terms of Service are a legally binding contract between you and Sociate regarding your use of the Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY:

BY CLICKING "I ACCEPT," OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS OF SERVICE, INCLUDING SOCIATE'S PRIVACY POLICY https://confluencer.ai/Sociate_Privacy_Policy.pdf (TOGETHER, THESE "**TERMS**"). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THESE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND SOCIATE'S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY SOCIATE AND BY YOU TO BE BOUND BY THESE TERMS.

[YOU AGREE TO RECEIVE TEXTS/CALLS FROM OR ON BEHALF OF SOCIATE AT THE PHONE NUMBER YOU PROVIDE TO US. THESE TEXTS/CALLS WILL INCLUDE [DESCRIBE NATURE OF TEXTS/CALLS]. YOU UNDERSTAND AND AGREE THAT THESE TEXTS/CALLS MAY BE CONSIDERED TELEMARKETING UNDER APPLICABLE LAW, THEY MAY BE SENT USING AN AUTOMATIC TELEPHONE DIALING SYSTEM OR OTHER AUTOMATED TECHNOLOGY, AND YOUR CONSENT IS NOT A CONDITION OF ANY PURCHASE.]

- 1. Sociate Service Overview.** Sociate provides an artificial intelligence powered content generation platform that enables retail brands ("**Brands**") to collaborate with influencers and creative content producers to create images, videos, graphics and other content featuring the Brands' products ("**Brand Content**"). Sociate does not provide any goods, items, or other services and does not have any oversight or control over the Brand Content.
- 2. Eligibility.** You must be at least 18 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If the Service is being used on behalf of a company or other entity by an individual authorized to accept this agreement on its behalf, then all references to "**you**" or "**your**" refer to the company or other entity. If you are a company or other entity, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.
- 3. Accounts and Registration; Payment Processing.**
 - 3.1** To access most features of the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, or other contact information, social media handles, payment account information, and other information reasonably requested by Sociate. You agree that the information you provide to us is accurate, complete, and not misleading, and that you will keep

it accurate and up to date at all times. When you register, you will be asked to create a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you should immediately notify us at tech@sociate.ai.

- 3.2 Payment Processing.** We may utilize Payment Processor to facilitate transactions conducted through the Service. By using the Service and accepting payments, you agree to be bound by the terms and conditions and privacy policies of the applicable Payment Processor. You acknowledge and understand that the Payment Processor may collect and process certain information from you, including but not limited to your account information, billing address, and transaction history, in accordance with their privacy policy. This information is collected and processed by the Payment Processor for the purpose of facilitating payment transactions and preventing fraud. We are not responsible for any security breaches or unauthorized access to your information that may occur on the Payment Processor's systems. If we utilize a Payment Processor to facilitate transactions, you agree to comply with the platform agreement provided by that Payment Processor. To the fullest extent permitted by applicable law, we shall not be liable for any errors, omissions, or security breaches related to the Payment Processor's services. Any disputes related to payment processing should be addressed directly with the Payment Processor in accordance with their terms of service. You understand that the Payment Processor may modify its services and terms and conditions at any time. We are not responsible for any changes made by the Payment Processor that may affect your use of the Service. We reserve the right to change our Payment Processor at any time.

4. Licenses.

- 4.1 Limited License.** Subject to your complete and ongoing compliance with these Terms, Sociate grants you, solely for your personal, commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) install and use one object code copy of any mobile or other downloadable application associated with the Service (whether installed by you or pre-installed on your mobile device by the device manufacturer or a wireless telephone provider) on a mobile device that you own or control; and (b) access and use the Service.
- 4.2 License Restrictions.** Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, publicly perform, or create derivative works of the Service; (b) make modifications to the Service; or (c) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, then you may not use it.
- 4.3 Feedback.** We respect and appreciate the thoughts and comments from our users. If you choose to provide input and suggestions regarding existing functionalities, problems with or proposed modifications or improvements to the Service ("**Feedback**"), then you hereby grant Sociate an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services. We will have no obligation to provide you with attribution for any Feedback you provide to us.

- 5. Ownership; Proprietary Rights.** The Service is owned and operated by Sociate. The visual interfaces, graphics, design, compilation, information, data, computer code (including source

code or object code), products, software, services, and all other elements of the Service provided by Sociate ("**Materials**") are protected by intellectual property and other laws. All Materials included in the Service are the property of Sociate or its third-party licensors. Except as expressly authorized by Sociate, you may not make use of the Materials. There are no implied licenses in these Terms and Sociate reserves all rights to the Materials not granted expressly in these Terms.

- 5.1 **Brand Assets.** All materials, images, information, graphics, videos, descriptions or other content related to the Brand's products that the Brand makes available through the Service ("**Brand Assets**") remain the property of the applicable Brand. You may only use Brand Assets you are authorized to use and in the manner prescribed by the Brand. A Brand or Sociate may suspend or terminate your access to any Brand Assets at any time. Upon written request from a Brand or Sociate, you shall remove and permanently destroy any Brand Assets from any Brand Content.

6. **Third-Party Terms.**

- 6.1 **Third-Party Services and Linked Websites.** Sociate may provide tools through the Service that enable you to export information, including User Content or Brand Content, to third-party services, including through features that allow you to link your account on the Service with an account on the third-party service, such as Instagram or Facebook, or through our implementation of third-party buttons (such as "like" or "share" buttons). By using one of these tools, you hereby authorize that Sociate to transfer that information to the applicable third-party service. Third-party services are not under Sociate's control, and, to the fullest extent permitted by law, Sociate is not responsible for any third-party service's use of your exported information. The Service may also contain links to third-party websites. Linked websites are not under Sociate's control, and Sociate is not responsible for their content. Please be sure to review the terms of use and privacy policy of any third-party services before you share any User Content, Brand Content or other information with such third-party services. Once sharing occurs, Sociate will have no control over the information that has been shared.

- 6.2 **Third-Party Software.** The Service may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components ("**Third-Party Components**"). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third-Party Components under the applicable third-party licenses or to limit your use of Third-Party Components under those third-party licenses.

7. **Content.**

- 7.1 **User Content Generally.** Certain features of the Service may permit you to submit, publish, load, or otherwise transmit ("**Load**") content to the Service, including photos, video or audio (including sound or voice recordings and musical recordings embodied in the video or audio), images, data, text, information, and any other works of authorship or other works ("**User Content**"). You retain any copyright and other proprietary rights that you may hold in the User Content that you Load to the Service, subject to the licenses granted in these Terms and other written agreements between you and a Brand (if applicable).

- 7.2 **Brand Content.** Unless otherwise set forth in an agreement between you and a Brand, any Brand Content created by you through the Service is owned by you, subject to the Brand's underlying rights in the Brand Assets and the express licenses set forth in this Section and Section 7.3. To the extent Sociate obtains any intellectual property rights in or to Brand Content that is not otherwise owned by a Brand under an agreement between you and a Brand, Sociate hereby assigns to you such intellectual property rights. Notwithstanding the foregoing, once you publish or otherwise make publicly available any Brand Content, you grant Sociate and the Brand a perpetual, irrevocable, non-exclusive license to use, copy, modify, display, distribute and create derivative works of the Brand Content in marketing materials without restriction.
- 7.3 **Limited Licenses.** You hereby grant Sociate a worldwide, non-exclusive, sublicensable, royalty-free, fully paid right and license (with the right to sublicense through multiple tiers) to host, store, transfer, modify, copy, disclose, transmit, publicly display, publicly perform (including by means of a digital audio transmission), communicate to the public (including for advertising, publicizing, and promotion of Sociate and the Service), reproduce, modify for the purpose of formatting for display, create derivative works as authorized in these Terms, perform, and distribute your User Content and Brand Content, in whole or in part, in any media formats and through any media channels, in each instance whether now known or hereafter developed to the extent necessary for Sociate to provide the Service and services to an applicable Brand. You agree to pay all monies owing to any person or entity resulting from Loading your User Content and from Sociate's exercise of the license set forth in this Section.
- 7.4 **You Must Have Rights to the Content You Load; User Content Representations and Warranties.** You must not Load User Content if you are not the owner of or are not fully authorized to grant rights in all of the elements of that User Content, including in all ambient music and underlying musical works embodied in any sound recordings. Sociate disclaims any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of providing User Content via the Service. By providing User Content via the Service, you affirm, represent, and warrant to us that:
- (a) you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize Sociate and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by Sociate, the Service, and these Terms;
 - (b) your User Content, and the Loading or other use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, misappropriate, or otherwise breach any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property, contract, or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause Sociate to violate any law or regulation or require us to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties;
 - (c) your User Content materially conforms to the descriptions that you provide and make available to Brands and that you will immediately upon learning that any previously provided specification, description, or information regarding your User Content is

inaccurate or misleading that you will promptly make any corrections necessary to make such information complete and accurate; and

- (d) your User Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.

7.5 **Disclaimer.** We are under no obligation to edit or control User Content that you or other users Load or Brand Content created through the Service and will not be in any way responsible or liable for User Content or Brand Content. Sociate may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms, is alleged to violate the rights of third parties, or is otherwise objectionable. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, Sociate does not permit infringing activities on the Service.

7.6 **Monitoring Content.** Sociate does not control and does not have any obligation to monitor: (a) User Content; (b) Brand Content or any content made available by third parties; or (c) the use of the Service by its users. You acknowledge and agree that Sociate reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. If at any time Sociate chooses to monitor the content, then Sociate still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy (defined below). Sociate may block, filter, mute, remove or disable access to any User Content uploaded to or transmitted through the Service without any liability to the user who Loaded such User Content to the Service or to any other users of the Service.

8. Communications.

8.1 **Text Messaging & Phone Calls.** You agree that Sociate and those acting on our behalf may call and send you text (SMS) messages at the phone number you provide us. These calls and messages may include operational calls or messages about your use of the Service, as well as marketing [calls or] messages. Calls and text messages may be made or sent using an automatic telephone dialing system. Standard data and message rates may apply whenever you send or receive such calls or messages, as specified by your carrier. IF YOU WISH TO OPT OUT OF MARKETING CALLS AND TEXT MESSAGES FROM Sociate, YOU CAN EMAIL TECH@SOCIASTE.AI OR TEXT THE WORD "STOP" TO THE NUMBER FROM WHICH YOU ARE RECEIVING THE MESSAGES. IF YOU WISH TO OPT OUT OF ALL CALLS AND TEXT MESSAGES FROM Sociate, YOU CAN EMAIL TECH@SOCIASTE.AI OR TEXT THE WORD "STOPALL" TO THE NUMBER FROM WHICH YOU ARE RECEIVING THE MESSAGES, HOWEVER YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL MESSAGES MAY IMPACT YOUR USE OF THE SERVICE. You may continue to receive calls and text messages for a short period while we process your request, including a message confirming the receipt of your opt-out request. Your agreement to receive marketing calls and texts is not a condition of any purchase on or use of the Service.

8.2 **Push Notifications.** When you install our app on your mobile device, you agree to receive push notifications, which are messages an app sends you on your mobile device when you are not in the app. You can turn off notifications by visiting your mobile device's "settings" page.

8.3 **Email.** We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

8.4 **Prohibited Conduct.** BY USING THE SERVICE, YOU AGREE NOT TO:

- (a) use the Service, Brand Assets or Brand Content for any illegal purpose or in violation of any local, national, or international law;
- (b) harass, threaten, demean, embarrass, bully, or otherwise harm any other user of the Service;
- (c) Use the Service or Brand Assets to create any content that: (i) clearly shows sexual acts, depicts patently offensive sexually suggestive conduct designed mainly to cause arousal, meets the legal definition of obscenity, depicts or seems to depict individuals without their consent, or depicts or seems to depict minors; (ii) shows child sexual abuse material, child pornography, or depictions of nudity or sexual activity shared without the depicted individuals' consent (like "revenge pornography"); (iii) depicts or promotes human trafficking or any form of sexual exploitation or abuse; or (iv) promotes or glorifies non-consensual sexual acts;
- (d) violate, encourage others to violate, or provide instructions on how to violate, any right of a third party, including a third party's privacy rights or by infringing or misappropriating any third-party intellectual property right;
- (e) access, search, or otherwise use any portion of the Service through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, and data mining tools) other than the software or search agents provided by Sociate;
- (f) interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use, printing or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;
- (g) interfere with the operation of the Service or any user's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;
- (h) perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or identity, or accessing any other Service account without permission;

- (i) sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 5 (*Ownership; Proprietary Rights*)) or any right or ability to view, access, or use any Materials; or
- (j) attempt to do any of the acts described in this Section 8.4 (*Prohibited Conduct*) or assist or permit any person in engaging in any of the acts described in this Section 8.4 (*Prohibited Conduct*).

We reserve the right to report any activity or material that we suspect violates any law, regulation, or this Section 8.4 to the appropriate legal authorities or other appropriate third parties and cooperate with such third parties to investigate and prosecute illegal conduct. Our reporting may include disclosing information related to the violation of this Section 8.4.

9. Intellectual Property Rights.

- 9.1 Respect for Third-Party Rights. Sociate respects the intellectual property rights of others, takes the protection of intellectual property rights very seriously, and asks users of the Service to do the same. Infringing activity will not be tolerated on or through the Service.
- 9.2 DMCA Notification. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. § 512, as amended). If you have an intellectual property rights-related complaint about any material on the Service, you may contact our Designated Agent at the following address:
- 9.3 Sociate AI Limited
Attn: Legal Department (IP Notification)
7 Bell Yard, London, England, WC2A 2JR
Email: ip-infringement@sociate.ai
- 9.4 Procedure for Reporting Claimed Infringement. If you believe that any content made available on or through the Service has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a written “Notification of Claimed Infringement” to the Designated Agent identified above containing the following information:
 - (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
 - (b) a description of the copyrighted work or other intellectual property right that you claim has been infringed;
 - (c) a description of the material that you claim is infringing and where it is located on the Service;
 - (d) your address, telephone number, and email address;

- (e) a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright or other intellectual property right owner, its agent, or the law; and
 - (f) a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or other intellectual property right owner or authorized to act on the copyright or intellectual property owner's behalf.
- 9.5 Your Notification of Claimed Infringement may be shared by Sociate with the user alleged to have infringed a right you own or control as well as with the operators of publicly available databases that track notifications of claimed infringement, and you consent to Sociate making such disclosures. You should consult with your own lawyer or see 17 U.S.C. § 512 to confirm your obligations to provide a valid notice of claimed infringement.
- 9.6 Repeat Infringers. Sociate's policy is to: a) remove or disable access to material that Sociate believes in good faith, upon notice from an intellectual property rights owner or authorized agent, is infringing the intellectual property rights of a third party by being made available through the Service; and b) in appropriate circumstances, to terminate the accounts of and block access to the Service by any user who repeatedly or egregiously infringes other people's copyright or other intellectual property rights. Sociate will terminate the accounts of users that are determined by Sociate to be repeat infringers. Sociate reserves the right, however, to suspend or terminate accounts of users at our sole discretion.
- 9.7 Counter Notification. If you receive a notification from Sociate that material made available by you on or through the Service has been the subject of a Notification of Claimed Infringement, then you will have the right to provide Sociate with what is called a "Counter Notification." To be effective, a Counter Notification must be in writing, provided to Sociate's Designated Agent through one of the methods identified in Section 9.2 (*DMCA Notification*), and include substantially the following information:
- (a) your physical or electronic signature;
 - (b) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
 - (c) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
 - (d) your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if you are residing outside of the United States, then for any judicial district in which Sociate may be found, and that you will accept service of process from the person who provided notification under Section 9.2 (*DMCA Notification*) above or an agent of that person.

A party submitting a Counter Notification should consult a lawyer or see 17 U.S.C. § 512 to confirm the party's obligations to provide a valid counter notification under the Copyright Act.

- 9.8 **Reposting of Content Subject to a Counter Notification.** If you submit a Counter Notification to Sociate in response to a Notification of Claimed Infringement, then Sociate will promptly provide the person who provided the Notification of Claimed Infringement with a copy of your Counter Notification and inform that person that Sociate will replace the removed User Content or cease disabling access to it in 10 business days, and Sociate will replace the removed User Content and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the Counter Notification, unless Sociate's Designated Agent receives notice from the party that submitted the Notification of Claimed Infringement that such person has filed an action seeking a court order to restrain the user from engaging in infringing activity relating to the material on Sociate's system or network.
- 9.9 **False Notifications of Claimed Infringement or Counter Notifications.** The Copyright Act provides at 17 U.S.C. § 512(f) that: "[a]ny person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)] (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, will be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of Sociate relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it." Sociate reserves the right to seek damages from any party that submits a Notification of Claimed Infringement or Counter Notification in violation of the law.
10. **Modification of Terms.** We may, from time to time, change these Terms. Please check these Terms periodically for changes. Revisions will be effective immediately except that, for existing users, material revisions will be effective 30 days after posting or notice to you of the revisions unless otherwise stated. We may require that you accept modified Terms in order to continue to use the Service. If you do not agree to the modified Terms, then you should remove your User Content and discontinue your use of the Service. Except as expressly permitted in this Section 10 (*Modification of Terms*), these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms.
11. **Term, Termination, and Modification of the Service.**
- 11.1 **Term.** These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Service, and ending when terminated as described in Section 11.2. (*Termination*).
- 11.2 **Termination.** If you violate any provision of these Terms, then your authorization to access the Service and these Terms automatically terminate. In addition, Sociate may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice, and without any liability to you arising from such termination. You may terminate your account and these Terms at any time by contacting Sociate at tech@sociate.ai.

- 11.3 Effect of Termination.** Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you must pay Sociate any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and Sections 8.4 (*Feedback*), 5 (*Ownership; Proprietary Rights*), 11.3 (*Effect of Termination*), 12 (*Indemnity*), 13 (*Disclaimers; No Warranties by Sociate*), 14 (*Limitation of Liability*), and 15 (*Miscellaneous*) will survive. You are solely responsible for retaining copies of any User Content you Load to the Service since upon termination of your account, you may lose access rights to any User Content you Loaded to the Service. If your account has been terminated for a breach of these Terms, then you are prohibited from creating a new account on the Service using a different name, email address or other forms of account verification.
- 11.4 Modification of the Service.** Sociate reserves the right to modify or discontinue all or any portion of the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. Sociate will have no liability for any change to the Service, including any paid-for functionalities of the Service, or any suspension or termination of your access to or use of the Service. You should retain copies of any User Content you Load to the Service so that you have permanent copies in the event the Service is modified in such a way that you lose access to User Content you Loaded to the Service.
- 12. Indemnity.** To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify Sociate, its affiliates and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents (together, the “**Sociate Entities**”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including attorneys’ fees and costs, arising out of or connected with: (1) your unauthorized use of, or misuse of, the Service; (2) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (3) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (4) any dispute or issue between you and any third party (including between you and a Brand, as applicable, related to any Brand Content or User Content to the extent it does not arise out of Sociate’s willful or grossly negligent action or inaction related to its obligations under these Terms). We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.
- 13. Disclaimers; No Warranties by Sociate.**
- 13.1** To the maximum extent permitted by applicable law, and except for the warranties, representations, conditions and obligations expressly set out in these terms, the Service and all materials and content available through the Service are provided “as is” and on an “as available” basis. Sociate disclaims all warranties of any kind, whether express or implied, relating to the Service and all Materials and content available through the Service, including: (a) any implied warranty of merchantability, fitness for a particular purpose, title, quiet enjoyment, or non-infringement; and (b) any warranty arising out of course of dealing, usage, or trade. Sociate does not warrant that the Service or any portion of the Service, or any materials or content offered through the Service, will be uninterrupted, secure, or free of errors, viruses, or other

harmful components, and Sociate does not warrant that any of those issues will be corrected. Users may have other statutory rights, but any statutorily required warranties will be performance to the shortest legally permitted period.

- 13.2 You acknowledge and agree that: (a) portions of the Service rely on artificial intelligence and machine learning which, by nature, produces outputs that are based on probabilistic reasoning and therefore may not always be accurate, complete, relevant, useful, or error free; (b) due to the nature of the Service and machine learning or artificial intelligence technology generally, output may not be unique, novel, exclusive, or otherwise specific to you or your input and other users of the Service may receive similar output via the Service; (c) the output or any part thereof may (1) be owned or controlled by a third party, or (2) protected or protectable by intellectual property or other proprietary rights; and (d) output may have applicability or otherwise be relevant to other users of the Service. To the greatest extent permitted by law, Sociate makes no representation or warranty with respect to any of the foregoing acknowledgments and Sociate is not responsible for any damage that may result from the use of artificial intelligence and machine learning aspects of the Service.
- 13.3 Sociate makes no representations about the quantity, sufficiency, type or quality of Brand information or content on the Service. We do not guarantee that the information provided by the Brands whether within or apart from the Service is accurate or complete. You understand and accept that Brand information or content have not been screened, verified, or validated by Sociate and are not guaranteed to be accurate or error-free and all risks of condition, use, quality, or fitness are yours.
- 13.4 The limitations, exclusions and disclaimers in this Section 13 (*Disclaimers; Do warranties by Sociate*) apply to the fullest extent permitted by applicable law. Sociate does not disclaim any warranty or other right that Sociate is prohibited from disclaiming under applicable law.
- 13.5 Without limiting anything in these terms, you—not Sociate—are responsible for all matters regarding User Content and Brand Content, including, but not limited to creation and delivery of Brand Content. Sociate does not assume, and expressly disclaims, responsibility for any content, services, websites, advertisements, offers, or other information that are provided by third parties, including if made available through the Service.
- 14. Limitation of Liability.**
- 14.1 To the fullest extent permitted by law, the Sociate Entities shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these Terms.
- 14.2 To the fullest extent permitted by law, the aggregate liability of the Sociate Entities to you for all claims arising out of or relating to the use of or any inability to use any portion of the Service or otherwise under these terms, whether in contract, tort, or otherwise, is limited to £100.
15. Nothing in these Terms excludes the liability of Sociate: (i) for death or personal injury caused by Sociate's negligence; or (ii) for fraud or fraudulent misrepresentation.

16. Miscellaneous.

- 16.1 **General Terms.** These Terms, including the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Sociate regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms and all rights granted under these Terms, including with respect to your User Content, at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of Section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to.” If any part of these Terms is held to be invalid or unenforceable, then the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.
- 16.2 **Governing Law.** These Terms are governed by the laws of England and Wales. Without regard to conflict of law, provisions you and Sociate submit to the personal and exclusive jurisdiction of the courts of England and Wales for resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Service from our offices in London, England, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.
- 16.3 **Privacy Policy.** Please read the Sociate Privacy Policy <https://confluencer.ai/SociatePrivacyPolicy.pdf> (the “**Privacy Policy**”) carefully for information relating to our collection, use, storage, and disclosure of your personal information. The Sociate Privacy Policy is incorporated by this reference into, and made a part of, these Terms.
- 16.4 **Additional Terms.** Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the “**Additional Terms**”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
- 16.5 **Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
- 16.6 **Contact Information.** The Service is offered by Sociate Limited, located at 7 Bell Yard, London, England, WC2A 2JR . You may contact us by sending correspondence to that address or by emailing us at tech@sociate.ai.
- 16.7 **No Support.** We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.

16.8 **Notice Regarding Apple.** This Section 16.8 (*Notice Regarding Apple*) only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and Sociate only, not with Apple Inc. ("**Apple**"), and Apple is not responsible for the Service or the content of it. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple, and Apple will refund any applicable purchase price for the mobile application to you. To the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (1) product liability claims; (2) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that the Service and/or your possession and use of the Service infringe a third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Service. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and 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 of these Terms. You hereby represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
