

GRAVITY AI MARKETPLACE TERMS OF USE

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These Gravity AI Marketplace Terms of Use (“**Terms of Use**”) constitute a legally binding agreement made between you (“**you**” or “**your**”), whether personally or on behalf of an entity and Gravity AI Inc. (“**Gravity AI**”, “**we**”, “**us**”, or “**our**”), concerning your access to and use of the <https://www.gravity-ai.com> website as well as any other related websites owned or controlled by Gravity AI or its affiliates that are linked or otherwise references these Terms of Use (collectively, the “**Site**”), including the use of the Site’s online marketplace to purchase a limited term license related to AI algorithms and other packaged code, including related APIs therein, (individually a “**Model**” and collectively “**Models**”). In order to help make the Site a secure environment, including for the Site’s general use and for any respective purchase of a Model license, all users are required to accept and comply with these Terms of Use.

YOUR ACCEPTANCE OF THESE TERMS OF USE; ARBITRATION DISCLAIMER

BY CLICKING THE “**ACCEPT**” BUTTON OR SIMILAR ATTESTATION WHEN SUCH OPTION IS MADE AVAILABLE TO YOU, CREATING AN ACCOUNT, OR BY OTHERWISE USING THE SITE, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE EFFECTIVE AS OF THE DATE OF SUCH ACTION. YOU EXPRESSLY ACKNOWLEDGE AND REPRESENT THAT YOU HAVE CAREFULLY REVIEWED THESE TERMS OF USE AND FULLY UNDERSTAND THE RISKS, COSTS AND BENEFITS RELATED TO TRANSACTIONS MADE THROUGH THE SITE, INCLUDING WITH RESPECT TO ANY MODEL LICENSED FROM GRAVITY AI. IF YOU ARE ENTERING INTO THESE TERMS OF USE ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS OF USE, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT AGREE WITH ALL OF THE TERMS IN THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND/OR PURCHASING ANY LICENSE TO ANY MODELS AND YOU MUST DISCONTINUE ANY RESPECTIVE USE IMMEDIATELY.

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site or purchase a license to any Models.

PLEASE READ THE SECTION ENTITLED “DISPUTE RESOLUTION” CAREFULLY! THESE TERMS OF USE CONTAIN AN ARBITRATION AGREEMENT IN THE SECTION ENTITLED “DISPUTE RESOLUTION” WHICH LIMITS OR MAY OTHERWISE AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIM AGAINST GRAVITY AI. IF YOU DO NOT WISH TO WAIVE RIGHTS AND SUBMIT TO ARBITRATION, YOU MUST CONTACT US WITHIN THIRTY (30) DAYS OF FIRST USING THE PLATFORM AND INFORM US THAT YOU OPT-OUT OF SUCH CLASS ACTION WAIVER AND/OR ARBITRATION RIGHT.

CHANGES TO TERMS.

We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. All changes are effective immediately when we post them. It is your responsibility to regularly check these Terms of Use to stay informed of updates, as they are binding. We will indicate that the Terms of Use have been updated by updating the “last updated” date at the top of these Terms of Use. Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes.

INCORPORATED TERMS

Supplemental terms and conditions or documents may be posted on the Site at <https://www.gravity-ai.com/terms-and-conditions>, including the Gravity AI License Agreement which must be accepted to purchase any license to a Model, and such documents are hereby expressly incorporated herein by reference. To the extent there is any conflict between these Terms of Use, the Gravity AI License Agreement, or any other supplemental terms or documents incorporated into these Terms of Use, the following order of priority shall apply: first the Gravity AI License Agreement, these Terms of Use, then last any other supplemental terms or documents.

INTELLECTUAL PROPERTY RIGHTS

Content and Intellectual Property

Unless otherwise indicated, the Site and its entire contents, features and functionality, including but not limited to Models and all information, software, source code, databases, functionality, text, photographs displays, images, videos, audio, and the design, selection and arrangement thereof (collectively, the “**Content**”), are owned by Gravity AI, its licensors or providers of such materials and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws (“**Intellectual Property**”).

Limited License to the Site and Content

Except with respect to any Models and provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and any other Intellectual Property rights. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Site, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Site for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

You must not:

- Modify copies of any materials from the Site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Site.
- Except as may be expressly permitted with licensed Models, you must not access or use for any commercial purposes any part of the Site or any services or materials available through the Site.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Site in breach of the Terms of Use, your right to use the Site will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Site or any Content on the Site is transferred to you, and all rights not expressly granted are reserved by Gravity AI and its licensors. Any use of the Site not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Gravity AI name, the Gravity AI logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Gravity AI or its affiliates or licensors. You must not use such marks without the prior written permission of the Gravity AI. All other names, logos, product and service names, designs, and slogans on the Site are the trademarks of their respective owners.

Model License Exclusion

Nothing in these Terms of Use, including this Intellectual Property Rights Section, grants you any rights in and to any Model. Any license related to a Model is subject to the Gravity AI Model License Agreement (as defined in the section entitled “MODEL LICENSE” below) and your payment of the respective monthly License Fee.

ACCOUNTS

You may be required to register with the Site in order to access the Models. You are responsible for all activity that occurs under your account, including unauthorized activity. You must safeguard the confidentiality of your account credentials, including your username and password. If you become aware of unauthorized access to your account, you must change your password and notify us immediately.

MODEL LICENSE

Model Availability

All Models are subject to availability. All descriptions or pricing of the Models are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any Model or remove any model from our marketplace offerings at any time for any reason. We do not warrant that the quality of any of the Models licensed by you will meet your expectations or that any errors in the Site will be corrected.

Model License Terms

Your purchase of rights to any Model is subject to our Gravity AI Model License Agreement <https://www.gravity-ai.com/license-agreement> (“**Gravity AI Model License Agreement**”). If you do not agree to the Gravity AI Model License Agreement, you may not purchase any license to any Model. The term length of any license to a Model under the Gravity AI Model License Agreement is the length of time you continue to pay the monthly License Fee for such applicable Model under these Terms of Use. To the extent you fail to pay any License Fee within fifteen (15) days following the due date of the respective monthly License Fee, at its sole discretion, Gravity AI may suspend your account and/or rights to any respective Models, or otherwise terminate your account and/or rights to any respective Model license.

PURCHASES AND PAYMENT

Display of Prices

All prices, discounts, and promotions posted on this Site are subject to change without notice. The price charged for a Model will be the price in effect at the time the order is placed and will be set out in your order confirmation email (“**License Fee**”). We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

Payment Methods and Representations

Terms of payment are within our sole discretion and payment of applicable Licensee Fees must be received by us before you may download or otherwise use a respective Model. We accept Credit Card payment for all purchases. You may also contact us for direct billing at billing@gravity-ai.com. Should you make payment with a credit card, you represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay

charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your order.

Payment Information

You agree to provide current, complete, and accurate purchase and account information for all purchases of the Models made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions, including charge you for any monthly license fees on a recurring basis as described in "Charges and Recurring Charges" below, as well as contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in U.S. dollars.

Charges and Recurring Charges

You agree to pay all charges, including any applicable License Fee, at the prices then in effect for your purchased licenses, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. If your order is subject to recurring monthly License Fee charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

Right to Refuse to License a Model

We reserve the right to refuse any order placed through the Site for any reason allowed under applicable law.

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Make any unauthorized use of the Site and/or Models, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- Engage in unauthorized framing of or linking to the Site.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Site to advertise or offer to sell goods and services.
- Use a buying agent or purchasing agent to make purchases on the Site.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- Attempt to impersonate another user or person or use the username of another user.

- Sell or otherwise transfer your profile.
- Use any information obtained from the Site in order to harass, abuse, or harm another person.
- Use Content from the Site and/or any of the Models as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site and/or Models to you.
- Delete the copyright or other proprietary rights notice from any Content.
- Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site and/or Models.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- Use the Site in a manner inconsistent with any applicable laws or regulations.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site or any Models ("Submissions") provided by you to us are non-confidential and shall become our sole property. By providing any Submissions, you agree that you assign to Gravity AI on your behalf, and, as applicable, on behalf of your employees, contractors and/or agents, all right, title, and interest in Submissions, and Gravity AI is free to use, without any attribution or compensation to you or any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Submissions, for any purpose whatsoever. Without limiting the foregoing, Gravity AI is under no obligation to use any Submissions. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions.

TESTIMONIALS

By submitting a testimonial, endorsement, or other commentary to Gravity AI about the Site or any Model ("Testimonials"), you give permission to Gravity AI to use, and to authorize others to use, your Testimonials provided directly to Gravity AI and your name or employer name in connection with that

Testimonial, forever from the date of the timestamp on the submission of such Testimonial, throughout the world. Gravity AI may use, copy, exhibit, publish, and distribute the Testimonial, in whole or in part, in any media for advertising, marketing, publicity, and promotion of Gravity AI, applicable Models offered by Gravity AI and any other product or service that is the subject of the Testimonial, and all other commercial business purposes. Gravity AI may modify the Testimonial so long as the original content is not significantly altered or misrepresented.

You understand and acknowledge that Gravity AI (a) will be under no obligation to actually use the Testimonial and (b) has the right to use the Testimonial either with or without your name.

You waive the right to inspect or approve any use by Gravity AI of the Testimonial.

You certify that: (a) any Testimonial is true and accurate and reflects your personal experiences and honest beliefs; and (b) you made the Testimonial under your own free will.

You acknowledge that you will receive no compensation from Gravity AI other than any goodwill and publicity that you may receive as a result of Gravity AI using your Testimonial.

Without limiting any other warranty or general release contained in these Terms of Use, you hereby agree to hold harmless and release Gravity AI, its officers, directors, agents, and employees from all claims, demands, and liabilities of any kind arising out of or in connection with Gravity AI's use of the Testimonial, including without limitation, claims based upon invasion of privacy, defamation, or right of publicity. You will not make any claim against Gravity AI for its use of the Testimonial.

The release provided as part of this Testimonial Section ("**Testimonial Release**") forms the entire agreement between you and Gravity AI with respect to Testimonials and supersedes all prior and contemporaneous written and oral understandings, agreements, representations, and warranties with respect to any Testimonials. This Testimonial Release and all matters arising out of or relating to this Testimonial Release are governed in accordance with the Section entitled "**GOVERNING LAW AND SUBMISSION TO JURISDICTION**" below.

SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files including any Content and/or Models; and (4) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site and the Models.

PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy: <https://www.gravity-ai.com/privacy>. By using the Site or otherwise purchasing a license to and/or downloading any Models, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised the Site and the availability of Models to purchase a license are hosted in the United States. If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are transferring your data to the United States, and you agree to have your data transferred to and processed in the United States.

COPYRIGHT INFRINGEMENTS – DMCA “TAKE DOWN” NOTICE

We respect the intellectual property rights of others. Our policy is to respond promptly to any claim that content posted on the Site infringes the copyright or other intellectual property rights of another. Gravity AI shall use reasonable efforts to investigate notices of alleged infringement and take appropriate action under the Digital Millennium Copyright Act (the “DMCA”) and these Terms of Use, including, but not limited to removing or disabling access to allegedly infringing content.

If you believe that your content has been copied in a way that constitutes copyright infringement or your likeness has been used in a way that violates your personality rights, please submit a report to our designated agent at Legal@gravity-ai.com.

Formal infringement claims regarding content on the Site must include:

- A written communication delivered to the agent designated above;
- A physical or electronic signature of someone authorized to act on behalf of the copyright owner or affected person / estate;
- Identification of the copyrighted work(s) allegedly infringed;
- Identification of material claimed to be infringing / violating, reasonably sufficient to permit Gravity AI to locate the material;
- Information reasonably sufficient to permit Gravity AI to contact the complaining party. This can be an address, phone number, email address, or other suitable method of contact;
- A statement that the “complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner / person or the estate affected, its agent, or the law”; and
- A statement that the information in the notice is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner / person or estate.

TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Site and while you have an active license to any Model. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE AND ANY MODELS NOT LICENSED BY YOU (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT, SUBMISSIONS, OR OTHER INFORMATION THAT YOU POSTED OR PROVIDED TO US AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION. TO THE EXTENT YOU FAIL TO PAY AN APPLICABLE MONTHLY LICENSE FEE, GRAVITY AI MAY TERMINATE THE APPLICABLE LICENSE TO THE MODEL AS FURTHER PROVIDED IN THE GRAVITY AI MODEL LICENSE AGREEMENT.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Models without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site or any Models.

We cannot guarantee the Site and the Models will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors, including your ability to access any Models from the Site. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site or a Model at any time or for

any reason without notice to you.^{1 2} You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site or a Model. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or the Models or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW AND SUBMISSION TO JURISDICTION

These Terms of Use, including but not limited to any matter arising out of or relating to your use of the Site, the Models, or with respect to a Testimonial Release, are governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of or related to these Terms or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in the city of Manhattan and County of New York, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "**Dispute**" and collectively, the "**Disputes**") brought by either you or us (individually, a "**party**" and collectively, the "**parties**"), the parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one party to the other party.

Binding Arbitration

If the parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved through binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website: www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, we will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in the United States, in the State of New York. Except as otherwise provided herein, the parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in New York, New York, and the parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on

¹ NTD: A change to a model (retraining, revisions to address speed, etc.) should not affect already licensed models, however, it would likely be beneficial to inform model licensees if a new version has been made available.

² NTD: Does a licensee get access to the new version or is the licensee tied to the version originally licensed? For example, licensee developed takes a license to NLP Model v1.2 and incorporates it into a security panel software build. Four months later, NLP Model v1.8 is released. Does licensee get a license to that new version when it is released according to its subscription?

Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) is excluded from these Terms of Use.

If this provision is found to be illegal or unenforceable, then neither party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable, and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the parties agree to submit to the personal jurisdiction of that court.

Restrictions

The parties agree that any arbitration shall be limited to the Dispute between the parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the parties agree to submit to the personal jurisdiction of that court.

CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to Content and/or the Models, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

DISCLAIMER

THE SITE AND THE MODELS ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE, CONTENT, THE MODELS, AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, MODELS AND ANY OTHER MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE OR THE MODELS, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT, MODELS AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR MODELS POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE (INCLUDING ANY MODEL), ANY HYPERLINKED WEBSITE, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY

TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE OR THE MODELS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CAUSE OF ACTION. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS 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 OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Submissions; (2) use of the Models; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site or the Models with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Models, as well as data relating to your use of the Models. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Models. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

MISCELLANEOUS

Severability

Every provision of these Terms of Use will be construed, to the extent possible, so as to be valid and enforceable. If any provision of these Terms of Use so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision will be deemed severed from these Terms of Use, and all other provisions will remain in full force and effect.

Entire Agreement

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Models constitute the entire agreement and understanding between you and us. These Terms of Use

operate to the fullest extent permissible by law. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.

Waiver

Our failure at any time to exercise or enforce any right, provision, option, or remedy of these Terms of Use or otherwise available at law or in equity, shall not operate as a waiver of such right, provision, option, or remedy, or in any way affect the validity of these Terms of Use. Our waiver of any default will not be deemed a continuing waiver, but will apply solely to the instance to which such waiver is directed.

Assignment

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

No Third-Party Beneficiaries

There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Models.

Interpretation

You agree that these Terms of Use will not be construed against us by virtue of having drafted them.

Notices

Gravity AI may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes through posting of such notice on the Platform. You agree that all notices, disclosures, and other communication we provide to you via the Site, or as necessary to your email address, satisfy any legal requirement that such communications be in writing. We reserve the right to determine the form and means of providing notification to our users.

CONTACT US

In order to resolve a complaint regarding the Site or the Models or to receive further information regarding use of the Site or the Models, please contact us at:

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