

Kollegio AI Inc. Terms of Service

These Terms of Service govern your use of the website located at <https://www.kollegio.ai> and any related services provided by Kollegio AI Inc. ("Kollegio")

By accessing <https://www.kollegio.ai>, you agree to abide by these Terms of Service and to comply with all applicable laws and regulations. If you do not agree with these Terms of Service, you are prohibited from using or accessing this website or using any other services provided by Kollegio AI Inc..

We, Kollegio AI Inc., reserve the right to review and amend any of these Terms of Service at our sole discretion. Upon doing so, we will update this page. Any changes to these Terms of Service will take effect immediately from the date of publication.

These Terms of Service were last updated on 2 November 2023.

1. Registration and Access

You must be at least 13 years old to use the services. If you are under 18 you must have your parent or legal guardian's permission to use the services. You must provide accurate and complete information to register for an account. You may not make your access credentials or account available to others outside your organization, and you are responsible for all activities that occur using your credentials.

Use of Services. You may access, and we grant you a non-exclusive right to use, the services in accordance with these Terms. You will comply with these Terms and all applicable laws when using the services. We and our affiliates own all rights, title, and interest in and to the services.

Feedback. We appreciate feedback, comments, ideas, proposals and suggestions for improvements. If you provide any of these things, we may use it without restriction or compensation to you.

2. Limitations

By using the services, you warrant on behalf of yourself, your users, and other parties you represent that you will not:

- modify, copy, prepare derivative works of, decompile, or reverse engineer any materials and software contained on this website;
- remove any copyright or other proprietary notations from any materials and software on this website;
- transfer the materials to another person or "mirror" the materials on any other server; knowingly or
- negligently use this website or any of its associated services in a way that abuses or disrupts our networks or any other service Kollegio AI Inc. provides;
- use this website or its associated services to transmit or publish any harassing, indecent, obscene, fraudulent, or unlawful material;
- use this website or its associated services in violation of any applicable laws or regulations; use this
- website in conjunction with sending unauthorized advertising or spam;
- harvest, collect, or gather user data without the user's consent; or
- use this website or its associated services in such a way that may infringe the privacy, intellectual property rights, or other rights of third parties.

3. Content

Your Content. You may provide input to the services ("Input"), and receive output generated and returned by the Services based on the Input ("Output"). Input and Output are collectively "Content." As between the parties and to the extent permitted by applicable law, you own all Input. Subject to your compliance with these Terms, Kollegio hereby assigns to you all its right, title and interest in and to Output. This means you

can use Content for any purpose, including commercial purposes, if you comply with these Terms. Kollegio may use Content to provide and maintain the services, comply with applicable law, and enforce our policies. You are responsible for Content, including for ensuring that it does not violate any applicable law or these Terms. We may use Content from services to help develop and improve our services. If any content contains personal information/data then we will process it in compliance with our Privacy Policy.

4. Fees and Payments

Fees and Billing. You are responsible for covering all charges billed to your account, known as "Fees," in accordance with the rates and conditions specified on the relevant pricing page or as mutually agreed upon in writing. We retain the right to rectify any pricing errors or inaccuracies, even if we have already issued an invoice or received payment from you. It is imperative that you furnish complete and accurate billing information, along with a valid and authorized payment method. We will charge your payment method on a mutually agreed-upon periodic basis, but reserve the right to reasonably adjust the charge date. By agreeing to this, you authorize Kollegio and its affiliates, as well as our third-party payment processors, to debit your payment method for the Fees. In the event that your payment cannot be successfully processed, we will notify you in writing and may temporarily suspend your access to the services until payment is received. All Fees must be paid in U.S. dollars and are due upon the issuance of an invoice. Please note that payments are nonrefundable unless otherwise specified in this Agreement. We have the authority to modify our prices by notifying you through your account and/or our website. Any price adjustments will become effective 14 days after their announcement. These changes will apply to the Fees incurred on your account immediately after the effective date.

Taxes. Unless otherwise indicated, the Fees do not encompass federal, state, local, and international taxes, duties, and similar assessments, referred to as "Taxes." It is your responsibility to cover all Taxes associated with your purchase, and we reserve the right to invoice you for these Taxes. You agree to promptly settle such Taxes and furnish us with documentation confirming payment or any additional evidence we reasonably request.

Disputes and Late Payments. Should you wish to dispute any Fees or Taxes, please get in touch with us at support@kollegio.ai within thirty (30) days from the date of the disputed invoice. Uncontested overdue amounts may incur a finance charge of 1.5% of the unpaid balance each month. In cases where any portion of your Fees remains overdue, we may suspend your access to the Services after issuing written notice of the late payment.

5. Intellectual Property

The intellectual property in the materials contained in this website are owned by or licensed to Kollegio AI Inc. and are protected by applicable copyright and trademark law. We grant our users permission to download one copy of the materials for personal, non-commercial transitory use. This constitutes the grant of a license, not a transfer of title. This license shall automatically terminate if you violate any of these restrictions or the Terms of Service, and may be terminated by Kollegio AI Inc. at any time.

6. Confidentiality, Security, and Data Protection

Confidentiality. You may be given access to Confidential Information of Kollegio, its affiliates and other third parties. You may use Confidential Information only as needed to use the services as permitted under these Terms. You may not disclose Confidential Information to any third party, and you will protect Confidential Information in the same manner that you protect your own confidential information of a similar nature, using at least reasonable care. Confidential Information means nonpublic information that Kollegio or its affiliates or third parties designate as confidential or should reasonably be considered confidential under the circumstances, including software, specifications, and other nonpublic business information. Confidential Information does not include information that: (i) is or becomes generally available to the public through no fault of yours; (ii) you already possess without any confidentiality obligations when you received it under these Terms; (iii) is rightfully disclosed to you by a third party without any confidentiality obligations; or (iv) you independently developed without using Confidential Information. You may disclose Confidential Information when required by law or the valid order of a court or other governmental authority if you give

reasonable prior written notice to Kollegio and use reasonable efforts to limit the scope of disclosure, including assisting us with challenging the disclosure requirement, in each case where possible.

Security. You must implement reasonable and appropriate measures designed to help secure your access to and use of the services. If you discover any vulnerabilities or breaches related to your use of the Services, you must promptly contact Kollegio and provide details of the vulnerability or breach.

7. Accuracy of Materials

The materials appearing on our website are not comprehensive and are for general information purposes only. Kollegio AI Inc. does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on this website, or otherwise relating to such materials or on any resources linked to this website.

8. Links

Kollegio AI Inc. has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement, approval or control by Kollegio AI Inc. of the site. Use of any such linked site is at your own risk and we strongly advise you make your own investigations with respect to the suitability of those sites.

9. Warranty Disclaimer

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL DEFECTS AND ERRORS, IF ANY. THE SERVICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. WE MAKE NO REPRESENTATIONS AND NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO KOLLEGIO. WE ASSUME NO LIABILITY FOR ANY SYSTEM ON WHICH KOLLEGIO IS INSTALLED OR FOR ANY CONTENT MANIPULATED BY KOLLEGIO.

10. Indemnification

UNLESS PROHIBITED BY APPLICABLE LAW, YOU SHALL INDEMNIFY AND HOLD HARMLESS KOLLEGIO, ITS AGENTS, SUPPLIERS, LICENSORS, SERVICE PROVIDERS, DISTRIBUTORS, SUB-DISTRIBUTORS, CONTRACTORS, SUCCESSORS OR ASSIGNS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, COSTS, LOSSES AND EXPENSES (INCLUDING REASONABLE LEGAL COSTS AND FEES) ARISING FROM OR RELATED TO ANY CLAIM, DEMAND, COMPLAINT OR ACTION BY A THIRD PARTY ARISING OUT OF OR INCIDENT TO: (A) YOUR ACTIONS OR FAILURE TO ACT UNDER OR RELATED TO THESE TERMS; OR (B) YOUR BREACH OF ANY OF YOUR OBLIGATIONS UNDER THESE TERMS.

11. Limitations of Liability

YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LIABILITY OF KOLLEGIO TO YOU HEREUNDER OR OTHERWISE IN RESPECT OF THE

SERVICES EXCEED THE AMOUNT YOU HAVE PAID FOR THE SERVICES OR SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE TIME THE CAUSE OF ACTION AROSE. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, LOSS OF DATA, BUSINESS INFORMATION OR LOSS OF USE THEREOF, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL OR ANY OTHER NON-DIRECT, PECUNIARY, COMMERCIAL OR ECONOMIC LOSS OR DAMAGE OF ANY KIND WHETHER FORESEEN OR UNFORESEEN ARISING FROM OR INCIDENTAL TO THIS AGREEMENT. FOR GREATER CERTAINTY, THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL NOT APPLY TO (A) A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (B) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

12. Termination

We reserve the right to terminate the services in whole or in part with or without notice if: (a) you materially breach or otherwise materially fail to comply with any provision of these Terms; (b) we determine that any registration information you submit or any update thereof is not true, accurate, complete or current; (c) you become insolvent or bankrupt; (d) you reorganize your business, make an assignment under or otherwise take advantage as a debtor of, bankruptcy or insolvency laws, including having a trustee or receiver appointed; (e) any steps are taken to wind up or otherwise terminate your existence as a legal entity; or (f) you cease operating your business where applicable. You may terminate the grant of rights to use the provision of services by ceasing use of same. Upon any termination of these Terms: (i) any and all rights granted to you under these Terms shall immediately cease; (ii) you shall destroy, to the extent practicable, all copies of the services in your possession or control; (iii) if so requested by us, you shall certify in writing that all such copies of the services in your possession or control have been destroyed; and (iv) you shall cease all usage of the services. Moreover, we may temporarily suspend any portion of the services for any reason without providing notification, so long as we commit to continuing the services as provided in a reasonable amount of time.

13. Assignment

This Agreement and any rights granted to you under this Agreement may not be transferred or assigned by you, in whole or in part, whether voluntarily, by operation of law, or otherwise, without our prior written consent and any such attempted assignment or transfer shall be null and void. Subject to the foregoing, this Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of you and us. This Agreement may be assigned or novated by us in our sole discretion by way of written notice to you.

14. Entire Agreement

These Terms constitutes the entire and exclusive agreement between you and us with respect to the subject matter of these Terms and cancels and supersedes any prior and contemporaneous understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between you and us, oral or written other than as expressly set forth in these Terms and any terms expressly incorporated herein

by reference. The headings in these Terms are for convenience of reference only and do not affect the construction or interpretation of these Terms.

15. Severance

Any term of these Terms of Service which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity of the remainder of these Terms of Service is not affected.

16. Relationship of the Parties

These Terms do not create a partnership, joint venture or agency relationship between you and Kollegio or any of Kollegio's affiliates. Kollegio and you are independent contractors and neither party will have the power to bind the other or to incur obligations on the other's behalf without the other party's prior written consent.

17. Modifications

We may amend these Terms from time to time by posting a revised version on the website, or if an update materially adversely affects your rights or obligations under these Terms we will provide notice to you either by emailing the email associated with your account or providing an in-product notification. Those changes will become effective no sooner than 30 days after we notify you. All other changes will be effective immediately. Your continued use of the Services after any change means you agree to such change.

18. Notices

All notices will be in writing. We may notify you using the registration information you provided or the email address associated with your use of the services. Service will be deemed given on the date of receipt if delivered by email or on the date sent via courier if delivered by post. Kollegio accepts service of process at this address: Tressider Package Center, 558 Mayfield Avenue - Senan Khawaja, Attn: support@kollegio.ai

19. Governing Law

These Terms of Service are governed by and construed in accordance with the laws of California. You irrevocably submit to the exclusive jurisdiction of the courts in that State or location.