

**Last Updated: 05.29.24**

## **TERMS OF USE**

### **INTRODUCTION**

Mynalabs Inc. (“**Neiro.ai**” or “**we**”, “**us**”, “**our**”) welcomes you (“**User**” or “**you**”) to use our websites <https://neiro.ai/>, <https://studio.neiro.ai/> and the Neiro.ai mobile application (together the “**Service**” or “**Platform**”). These Terms of Use (“**Terms**”) describe the terms and conditions that govern your use of or access to our Service. The Terms constitute an agreement between you and us, so please read these Terms carefully.

By accessing or using the Service, you agree to be bound by these Terms, our Privacy Policy ([https://studio.neiro.ai/neiro\\_ai\\_privacy\\_policy.pdf](https://studio.neiro.ai/neiro_ai_privacy_policy.pdf)), and the other rules provided with the Platform, whether or not you are a registered user of our Platform. If you do not accept or understand the Terms, please do not use or access the Platform.

If you are accepting those Terms on behalf of the entity, you represent and warrant that (i) you have full legal authority to bind this entity to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of represented entity, to this Agreement.

### **Changes to the Terms**

The Terms can be updated from time to time. Please check back periodically for the latest version of the Terms. If there are any significant changes made to the Terms, we will notify you via in-software notification on our Platform or email. Your use of the Service following any changes to these Terms constitutes your acceptance of any such changes.

### **YOUR USE OF THE SERVICE**

#### **Eligibility**

You must be at least 18 years old to access, use, or register with the Service. By using the Service, you represent and warrant that you are of legal age to form a binding contract and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Service.

If you are using the Service on behalf of a business entity, you represent and warrant that you have the authority to bind that business entity to these Terms. You further represent and warrant that you are of legal age to form a binding contract and meet all eligibility requirements.

#### **Your Account and Your Information**

To access all functions within our Services, User must create an account using one of the following verified channels: Apple ID, Facebook, Gmail, or email. During the registration process, Users may be asked to provide their name and photo for the User’s account personalization. All provided

data is securely stored and managed in compliance with data protection standards and our Privacy Policy.

When creating an account through Apple ID, Gmail, or any other supported platform, you authorize the Platform to access certain information from your account, as permitted by the respective platform's terms of service and privacy policy.

You must protect any passwords or other credentials associated with your account in the Service and take full responsibility for any use of the account under your password. You agree to notify us of any breach of security or unauthorized use of your account.

Neiro.ai reserves the right to delete User accounts in cases of abuse, suspicious activity, or violation of our terms. We will not process any refunds if your account is closed due to abuse, suspicious activity, or violation of our terms and conditions.

Our Privacy Policy [https://studio.neiro.ai/neiro\\_ai\\_privacy\\_policy.pdf](https://studio.neiro.ai/neiro_ai_privacy_policy.pdf) explains how we treat your personal data and protect your privacy when you use the Service.

### **License to Use the Service**

We grant you a limited, personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable license right to access and use the Services in accordance with these Terms. Neiro.ai retains all right, title, and interest in and does not agree to any transfer of title regarding the Services. You are not allowed to resell or commercially use any part of the Service or its contents and materials.

### **Prohibited Activities**

You will not be directly or indirectly involved in the following activities (“**Prohibited Activities**”):

- a. Reproducing, selling, reselling, leasing, renting, transferring, distributing, hosting, or otherwise commercially exploiting the Neiro.ai platform or any software, technologies, components, and contents related thereto (collectively, the “**Licensed Software**”), or otherwise using them for any purpose other than those permitted by us;
- b. Modifying, making derivative works of, disassembling, decompiling, reverse compiling, or reverse engineering the Licensed Software;
- c. Downloading, copying, or collecting information that could be used to copy all or any part of the Licensed Software, or allowing access to or use of the Licensed Software by any unauthorized person or entity;
- d. Using the Licensed Software to create, collect, upload, transmit, display, or distribute any content that:
  - violates the rights of any third party;

- unlawful, harassing, abusive, tortious, threatening, invasive of another’s privacy, defamatory, false, misleading, pornographic, obscene, offensive, racist, harmful, or is otherwise objectionable to any group or individuals;
  - is in violation of any law, regulation, or obligations or restrictions imposed by any third party.
- e. Uploading, transmitting, or distributing any computer viruses, worms, Trojan horses, time bombs, logic bombs, cancelbots, corrupted files, or any other software intended to damage or alter the Neuro.ai platform, Services, or any computer system or data related thereto;
  - f. Sending through the Platform unsolicited or unauthorized advertising, promotional materials, junk mail, spam, political campaign material, chain letters, multi-level marketing offers, or any other form of duplicative or unsolicited messages, whether commercial or otherwise;
  - g. Interfering or attempting to interfere with the proper working of the Neuro.ai platform or other users’ use and enjoyment of the platform;
  - h. Bypassing any measures Neuro.ai may use to prevent or restrict access to the platform.
  - i. Use or distribute User Output in a misleading way, including, without limitation, representing that the User Output is entirely human generated. Further, if you distribute your User Output to others, we encourage you to proactively disclose that such User Output was created using artificial intelligence technologies so as not to mislead others of its origin.

Neuro.ai reserves the right to take any action it deems necessary to prevent users from engaging in Prohibited Activities or fix the effects thereof, including, without limitation, removing any material, content, or information in violation of this Terms, suspending, limiting, or terminating a User’s access to or use of the Licensed Software and Platform, or refusing any and all current or future use of Platform.

### **Intellectual Property**

The Services contain intellectual property owned by Neuro.ai and/or our Representatives, including, without limitation, trademarks, copyrights, proprietary information, and other intellectual property as well as the logo, all designs, text, graphics, other files, and the selection and arrangement thereof, also referred to as the "look and feel." You are prohibited from modifying, publishing, transmitting, participating in the transfer or sale of, creating derivative works from, distributing, displaying, reproducing or performing, or in any way exploiting in any format whatsoever any of the Services or intellectual property, in whole or in part without our prior written consent, including, without limitation, any and all text, graphics, code, software, video, audio on the Services. We reserve the right to immediately remove you from the Services without notice or refund or restrict you from access to the Services if you violate this term.

To clarify, your license to access or use Neuro.ai does not constitute the sale, redistribution, use, or publication of the Licensed Software (except for the sole purpose defined above). It does not grant ownership of the Licensed Software or its components and technologies. Ownership of the Licensed Software and all related intellectual property rights shall always remain with Neuro.ai, regardless of the ownership of the tangible media on which the Licensed Software may be copied, encoded, or otherwise fixed.

### **Use of Logo**

The logo of our platform is the intellectual property of Neuro.ai and may only be used with our explicit consent. Any use of our logo without prior authorization is strictly prohibited. If you wish to use our logo for any purpose, please contact us to request permission. We reserve the right to grant or deny permission for logo usage at our discretion.

Unauthorized use of our logo may result in legal action to protect our intellectual property rights. Additionally, any use of our logo must adhere to our branding guidelines.

If our logo has been incorporated into User Output content by the Service, User is permitted to use the logo with the content, provided it is displayed in a legal and morally appropriate manner and is not used for any illegal or prohibited activities.

### **FEES AND PAYMENT**

Certain features of the Service may be provided on the basis of a paid subscription (“**Paid Plan**”). If you purchase access to a Paid Plan, you agree to pay a fee on a monthly basis or at some other recurring interval.

You agree to pay the fees by credit card or another payment method accepted on the Service. If you purchase a Paid Plan, we may charge you on a recurring basis until you cancel your Paid Plan. You may cancel your Paid Plan at any time; however, all fees are non-refundable. The cancellation will take effect the day after the last day of the current subscription period, and you will be downgraded to the free version of the Service.

We may add new features for additional fees or change pricing at any time. We will communicate any price changes to you in advance. By accessing or using the Service, you agree to the new pricing.

For custom plans with API access, multiple collaborators, unlimited duration, the highest processing speed, and custom voices and avatars, please contact us directly via [contact@neuro.ai](mailto:contact@neuro.ai).

### **USER CONTENT**

As part of your use of the Services, you may be able to input, post, upload and submit information, photos, text, and other materials (“**User Input**”) to the Services, and you may direct the Services to generate and output new content based on your User Input (“**User Output**”). You guaranty that your User Input will not violate this Terms, any applicable law or any third-party rights. We do not claim any ownership rights in User Input and User Output, and do not restrict your ability to use it for your own purposes (including for commercial purposes), except in the case of termination

as specified below, and expressly disclaim any liability arising from your use of any User Output for a commercial purpose. We reserve the right to prevent or remove certain User Input in its sole discretion, for example, if they violate these Terms.

We do not take any ownership rights in the User Input. But you grant us a non-exclusive, assignable, royalty-free, perpetual, non-revocable, worldwide license to use, copy, modify, reproduce, store, display, publish, and distribute the User Input, including for the purpose of promoting the Service. This license will last for a period that is commercially reasonable for us to use the User Input.

To the extent that you provide Platform with any comments, suggestions or other feedback regarding the Service (collective, the “**Feedback**”), you will be deemed to have granted Neuro.ai an exclusive, royalty-free, fully paid up, perpetual, irrevocable, worldwide ownership rights in the Feedback. Neuro.ai is under no obligation to implement any Feedback it may receive from users.

## **COPYRIGHT COMPLAINT**

If you believe that your copyrights have been infringed in any way, please send us a complaint at [contact@neiro.ai](mailto:contact@neiro.ai) with “Copyright” in the subject line.

The complaint should consist of the following information:

1. Your physical or electronic signature, or that of an authorized agent acting on your behalf.
2. Identification of the copyrighted work claimed to have been infringed, or if multiple works are involved, a representative list of such works.
3. Identification of the infringing material or activity, or the reference/link to the material, along with sufficient information to locate it.
4. Your contact information, including address, telephone number, and email address.
5. A statement declaring, under penalty of perjury, that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement affirming that the information provided in the notice is accurate, and that you are authorized to act on behalf of the copyright owner.

## **PRIVACY**

Our Privacy Policy [https://studio.neiro.ai/neiro\\_ai\\_privacy\\_policy.pdf](https://studio.neiro.ai/neiro_ai_privacy_policy.pdf) explains how we collect, use, and protect your personal data.

When you collect or transmit any personal data through the Service, you must follow all laws and obtain all permissions from each data source to transmit such data through the Services. You agree not to:

- use a username that is the name of another person with the intent of impersonating that person;
- provide any false personal data to us or create any user account for anyone other than yourself without such person's permission;
- engage in unauthorized collection of users' information or access the Service by automated means, including bots or scrapers; or
- reveal any personal data related to another user, including address, phone number, email, credit card number, or any information that may otherwise identify another user.

## **GENERAL TERMS**

### **Links to Third-Party Websites**

The Service may contain links to websites owned by third parties. Such links are provided for informational purposes only. We are not responsible for any third-party websites or their content.

### **Updates to the Service**

We may issue updates or upgrades to the Service and disable access to the Service for any period of time or permanently. The Service is subject to scheduled and unscheduled service interruptions.

You consent to automatic updates or upgrades of the version of the Service that you are using on your device to a new version.

You agree that we will not be liable to you for any interruption of the Service.

### **Limitation of Liability**

The Service is provided to you "as is." We make no warranty of completeness, accuracy, availability, timeliness, security, or reliability of the Service or any content in the Service. We will not be liable for any damages, including loss of profits, loss of data, or other losses resulting from:

- any interruption of the Service;
- any content of any third party on the Service, including any defamatory, offensive, or illegal conduct of other users or third parties;
- any content obtained from the Service; or
- unauthorized access, use, or alteration of any material or content.

IN ANY EVENT NEIRO'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE SOFTWARE, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY

YOU TO NEIRO FOR USING THE SOFTWARE WITHIN THE TWELVE (12) MONTHS PRECEDING THE DATE OF BRINGING A CLAIM.

### **Disclaimer of warranties**

YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE EXPRESSLY DISCLAIM, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

WE MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) ACCESS TO THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

NEIRO AI DOES NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT THAT APPEARS IN AN INPUT, OUTPUT, USER SUBMISSION AND/OR ANIMATIONS, AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO, AND DISCLAIMS ALL LIABILITY FOR, ANY SUCH CONTENT.

YOU SPECIFICALLY ACKNOWLEDGE THAT NEIRO AI SHALL NOT BE RESPONSIBLE FOR THE INPUTS, OUTPUTS, USER SUBMISSIONS AND/OR ANIMATIONS OR CONDUCT (INCLUDING DEFAMATORY, OFFENSIVE, ILLEGAL, OR NEGLIGENT CONDUCT) OF ANY SOFTWARE USER AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

YOUR RELIANCE ON, OR USE OF, ANY INPUT, OUTPUT, USER SUBMISSION AND/OR ANIMATIONS, OR INTERACTION WITH ANY SOFTWARE USER OR OWNER, IS AT YOUR SOLE RISK. IF YOU HAVE A DISPUTE WITH ANY OTHER SOFTWARE USER OR OWNER IN CONNECTION WITH THE SOFTWARE OR ANY INPUT, OUTPUT, USER SUBMISSION AND/OR ANIMATIONS, YOU AGREE THAT WE ARE NOT LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE. WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR ANY SUCH DISPUTE.

EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, NEIRO DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE SOFTWARE.

## **Export Controls**

You agree to comply fully with all applicable export laws and regulations to ensure that neither the Software nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

By using the Services provided by the us, you agree to adhere to all applicable export control laws and regulations. Specifically, you agree that you will not export or re-export, directly or indirectly, any of the Services or other information or materials provided by us to any country for which the United States or any other relevant jurisdiction requires an export license or other governmental approval at the time of export without obtaining such license or approval beforehand.

Furthermore, you acknowledge that the Services may not be exported or re-exported into any country subject to U.S. embargoes or designated by the U.S. Government as a "terrorist supporting" country. You also agree not to provide the Services to individuals or entities listed on any U.S. Government list of prohibited or restricted parties, including but not limited to the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

By using the Services, you represent and warrant that you are not located in any such restricted country or on any such prohibited list. You are solely responsible for ensuring compliance with all applicable export laws and regulations, and you agree to bear all expenses associated with such compliance.

We reserve the right to suspend or terminate your access to the Services immediately and without prior notice if it determines, in its sole discretion, that you have violated any provision of this Export Controls section.

## **Indemnity**

You agree to defend, indemnify, and hold us harmless from any claim, losses, obligations, damages, or expenses arising from your use of or access to the Service, your breach of these Terms, or your violation of any law or the rights of a third party. This term will continue to be effective even if you have stopped using the Service.

## **Governing Law and Resolution of Disputes**

All claims relating to these Terms or the Service will be governed by the law of Delaware, excluding its conflict-of-laws rules. Any claim will be resolved by the American Arbitration Association or JAMS.

You agree that any cause of action arising out of or related to the Service must commence within 1 year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

## **TERM AND TERMINATION**

You may stop using the Service or delete your account at any time.



We reserve the right to discontinue the Service at any time without notice. We may also terminate or suspend your access to the Service without notice if (a) you violate these Terms or (b) we are required to do so to comply with a legal requirement or court order.

## **CONTACT INFORMATION**

If you have any questions about these Terms or otherwise need to contact us for any reason, you can reach us at [contact@neiro.ai](mailto:contact@neiro.ai).

Please reach out to our Customer Support team if you have any questions regarding the Service or Terms of Service. Contacting our Customer Support team can be performed by submitting a request to [contact@neiro.ai](mailto:contact@neiro.ai), or by using other methods presented through the Service.