

# Neiro AI Products Terms of Use

*Last Updated: November 14, 2023*

PLEASE READ THE FOLLOWING CAREFULLY BEFORE USING THE WEB APP.

By clicking the “accept” or “ok” button and/or using the Neiro AI web applications or the Neiro AI plugins (collectively, the “Software” or the “Applicable Product”) you expressly acknowledge and agree that you are entering into a legal agreement with MynaLabs Inc. (“Neiro AI”, “we”, “us” or “our”), and have understood and agree to comply with, and be legally bound by, the terms and conditions herein (“Agreement”). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by this Agreement please do not use the Software.

1. Using the Software, you will be able to, as applicable: (i) get a generated output (“Output”) based on text and/or audio submitted by you (“Input”); and/or (ii) create animations and/or videos (collectively, “Animations”) from still photos, text and/or audio submitted by you or provided by Neiro AI, to guide the speech of the target still photo, all using templates of movement provided by us (“Templates”). Neiro AI shall use reasonable efforts to ensure that finished Animations shall be delivered to you within five minutes from submission.
2. Ability to Accept. By using the Software you affirm that you are over eighteen (16) years of age. If you are not over sixteen (16) years of age, please avoid using our Software.
3. Software License. Subject to the terms and conditions of this Agreement, we hereby grant you a limited, personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable license (“License”) access and use the Software in accordance with this Agreement.
4. License Restrictions.

- General. You agree not to, and not to permit any third party to: (i) sublicense, redistribute, sell, lease, lend or rent the Software; (ii) make the Software available over a network where it could be used by multiple devices owned or operated by different people at the same time; (iii) disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of, the Software; (iv) copy (except for back-up purposes), modify, improve, or create derivative works of the Software or any part thereof; (v) circumvent, disable or otherwise interfere with security-related features of the Software or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Software; (vi) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the Software; (vii) use any communications systems provided by the Software to send unauthorized and/or unsolicited commercial communications; (viii) use the Neuro AI name, logo or trademarks without our prior written consent; and/or (ix) use the Software to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches this Agreement.
5. In order to use the Software features you will have to create or use an account (“Account”). You agree not to create an Account for anyone else or use the Account of another without their permission. If you create an Account, you must provide accurate and complete information for yourself. You are solely responsible for the activity that occurs in your Account, and you must keep your Account password secure. You must notify us immediately of any unauthorized use of your Account. As between you and Neuro AI, you are solely responsible and liable for the activity that occurs in connection with your Account. If you wish to delete your Account and terminate this Agreement, you may send an email request to Neuro AI at [contact@neiro.ai](mailto:contact@neiro.ai).
  6. Location Data. Certain features or functionality (“Features”) of the Software may collect or be dependent on data related to your geographic location (“Location Data”). If you wish to use these Features, you agree to provide or to make your

Location Data accessible to us. To the extent that we do collect Location Data, we shall use it in accordance with our Privacy Policy (defined below). If you do not provide or make such Location Data accessible then the Features may be limited or not operate.

## 7. Intellectual Property Rights.

- Ownership. The Software is licensed and not sold to you under this Agreement and you acknowledge that Neuro AI and its licensors retain all title, ownership rights and Intellectual Property Rights (defined below) in and to the Software (and its related software). We reserve all rights not expressly granted herein to the Software. “Intellectual Property Rights” means any and all rights in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.
- Software Content. The content on the Software, including without limitation, the Software text, information, documents, descriptions, products, graphics, photos, sounds, videos, Templates, interactive features, and services (the “Materials”), and the Neuro AI trademarks, service marks and logos contained therein (“Marks”, and together with the Materials, the “Software Content”), is the property of Neuro AI and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. The Applicable Product name and logo, including the Synthetic Mark and/or Watermarks, are Marks of Neuro AI and its affiliates. All other Marks used on the Software are the trademarks, service marks, or logos of their respective For the avoidance of doubt, Inputs, Outputs, User Submissions (as defined below) and/or Animations shall not be regarded as “Software Content”.
- Use of Content. The Software Content is provided to you “as is” and may not be used, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent and/or unless otherwise

provided herein. You must retain all copyright and other proprietary notices contained on the Software Content prior to making any use of such Software Content.

- You will not be charged for any uses of the Software unless you first agree to such charges, but please be aware that any failure to pay applicable charges may result in you not having access to some or all of the Software.
8. Information Description. We attempt to be as accurate as possible. However, we cannot and do not warrant that the Software Content, Output(s) and/or Animation(s) available on the Software is accurate, complete, reliable, current, or error-free. We reserve the right to make changes and/or remove the Software Content, or any part thereof without the requirement of giving you any notice prior to or after making such changes and/or removal of the Software Content.
9. We will use any personal information that we may collect or obtain in connection with the Software in accordance with our privacy policy (“Privacy Policy”), and you agree that we may do so. Notwithstanding, you are aware that you are not legally obligated to provide us personal information, and you hereby confirm that providing us personal information is at your own free will. Please also be aware that certain personal information and other information provided by you in connection with your use of the Software may be stored on your device (even if we do not collect that information). You are solely responsible for maintaining the security of your device from unauthorized access.
10. Copyright Policy. It is our policy to respect the legitimate rights of copyright and other intellectual property owners, and we will respond to clear notices of alleged copyright infringement in accordance with our Copyright and Content Policy detailed hereafter:
- Removal of Content. It is the policy of Neuro AI to respect the legitimate rights of copyright owners, and we will respond to clear notices of alleged copyright infringement. Pursuant to applicable law, including the Digital Millennium Copyright Act, 17 U.S.C. Section 512 (the “DMCA”), Neuro AI has designated a Copyright Agent (as specified below) (“Copyright Agent”) to receive notifications of claimed copyright infringement in connection

with the use of the Software. Please be advised that we enforce a policy that provides for the termination in appropriate circumstances of Software users who are repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the Copyright Agent with the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
- A description of the copyrighted work you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Software, with enough detail that we may find it. Providing URLs in the body of an email is the best way to help us locate content quickly;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- Counter-Notification. If you believe that your material was removed by mistake, and that you have the necessary rights to such material, you may elect to send us a counter-notification. To be effective the counter-notification must be a written communication provided to our Copyright Agent that includes substantially the following:
  - Your physical or electronic signature;
  - 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. Where possible, providing URLs in the body of an email is the best way to help us locate content quickly;
  - 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

- Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which Neuro AI may be found, and that you will accept service of process from the person who provided notification of infringement or an agent of such person.
- Misrepresentations. Please note that under Section 512(f) of the US Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing or was removed or disabled by mistake or misidentification may be subject to liability.

#### 12. Warranty Disclaimers.

- THE SOFTWARE, SOFTWARE CONTENT, OUTPUTS AND ANIMATIONS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.
- WE DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE ERROR-FREE, THAT THE SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL CODE OR THAT WE WILL CORRECT ANY ERRORS IN THE SOFTWARE. THE SOFTWARE MAY OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING, OR OTHER REASONS. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER’S SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.
- NEIRO AI 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.
- This Section applies whether or not the services provided under the Software are for payment.
- Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

### 13. Limitation of Liability.

- UNDER NO CIRCUMSTANCES SHALL NEIRO BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF DATA,

REVENUE, BUSINESS OR REPUTATION, THAT ARISES UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE SOFTWARE EVEN IF NEIRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you.

- 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.

14. You agree to defend, indemnify and hold harmless Neuro AI and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Software; (ii) your Input, User Submissions and/or Animations; (iii) your interaction with any other Software users (iv) your violation of this Agreement; and (v) your violation of any third party right, including without limitation any copyright, property, or privacy right. Without derogating from or excusing your obligations under this Section, we reserve the right (at your own expense), but are not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by you if you choose not to defend or settle it. You agree not to settle any matter subject to an indemnification by you without first obtaining our express approval.

15. We reserve the right to modify this Agreement at any time by sending you an in-Software notification and/or email and/or by publishing the revised Agreement on the Software. Such change will be effective ten (10) days following the



foregoing, and your continued use of the Software thereafter means that you accept those changes.

16. **Export Laws.** 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.

17. **Updates and Upgrades.** We may from time to time provide updates or upgrades to the Software (each a “Revision“), but are not under any obligation to do so. Such Revisions will be supplied according to our then-current policies, which may include automatic updating or upgrading without any additional notice to you. You consent to any such automatic updating or upgrading of the Software. All references herein to the Software shall include Revisions. This Agreement shall govern any Revisions that replace or supplement the original Software, unless the Revision is accompanied by a separate license agreement which will govern the Revision.

18. **Third Parties.**

- Open Source Software. Portions of the Software may include third party open source software that are subject to third party terms and conditions (“Third Party Terms“). A list of any third party open source software and related Third Party Terms is available from Neuro AI. If there is a conflict between any Third Party Terms and the terms of this Agreement, then the Third Party Terms shall prevail but solely in connection with the related third party open source software. Notwithstanding anything in this Agreement to the contrary, Neuro AI makes no warranty or indemnity hereunder with respect to any third party open source software.
- Third Party Source. The Software may enable you to view, access, post to, link to, and use content from Third Party Sources (as defined below) that are not owned or controlled by us (“Third Party Content“). The Software may also enable you to use and/or to communicate and interact with Third Party Sources. “Third Party Source(s)” means: (i) third party websites and/or services and/or tools; and/or (ii) our partners and customers. Third Party Sources may include Monitoring Tools (as defined

below) and/or text-to-image tools. We are not affiliated with and have no control over any Third Party Sources. We do not assume any responsibility for the content, terms of use, privacy policies, actions or practices of, any Third Party Sources. Please read the terms of use and privacy policy of any Third Party Source that you interact with before you engage in any such activity. You hereby agree that some Third Party Sources may use your User Submissions and/or Animations for the purposes of maintaining and/or developing and/or improving their services. We are not responsible for, and we expressly disclaim all warranties regarding, the accuracy, appropriateness, usefulness, safety, or intellectual property rights of, or relating to, any Third Party Content. We do not endorse any advertising, promotions, campaigns, products, services or other materials that are included in any Third Party Content or that are communicated to you from a Third Party Source. By using the Software you may be exposed to Third Party Content that is inaccurate, offensive, indecent, or objectionable. Your interaction with a Third Party Source and your use of, and reliance upon, any Third Party Content is at your sole discretion and risk. You are solely responsible and liable for your interaction with a Third Party Source, including to any content that you may send or post to such Third Party Source. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against Neuro AI, and release Neuro AI from any and all liability, arising from your use of and interaction on any Third Party Content and from your interaction with any Third Party Source, including any outcome or output resulting from such interaction and/or any use of your User Submissions and/or Animations by such Third Party Source. If you have any query or complaint regarding a Third Party Source or any Third Party Content, you agree to contact the Third Party Source directly.

- Allowed Links. Neuro AI permits you to link to the Software provided that: (i) you link to but do not replicate any page on this Software; (ii) the hyperlink text shall accurately describe the Software Content as it appears on the Software; (iii) you shall not misrepresent your relationship with

Neiro AI or present any false information about Neiro AI and shall not imply in any way that we are endorsing any services or products, unless we have given you our expressed prior consent; (iv) you shall not link from a Third Party Sources which prohibit linking to other sources; (v) such Third Party Sources do not contain content that (a) is offensive or controversial (both at our discretion), or (b) infringes any intellectual property, privacy rights, or other rights of any person or entity; and/or (vi) you, and your application (if any), comply with this Agreement and applicable law.

19. You may send support inquiries to [contact@neiro.ai](mailto:contact@neiro.ai). For the purpose of providing support services, we may also use the tools, software or services of third party service providers. You acknowledge and agree that the provisions of Section 20 (*User Submissions*) below shall also apply to Inquiries that you send via the Software (with applicable changes).

#### 20. User Submissions.

- The Software may permit the submission and sharing of Input and other content by you and other users (collectively, for the purpose of this Section 20, “User Submissions”). Your User Submissions and/or Animations created by you and/or any Output may be made publicly available by you (e.g., on Third Party Sources). You understand that whether or not such User Submissions and/or Animations and/or Output are shared, we do not guarantee any confidentiality with respect to any User Submissions and/or Animations and/or Output. You shall be solely responsible for your User Submissions and Animations and/or any Output and the consequences of sharing them. We reserve the right without further notice to you, to monitor, censor, edit, reject, delete, and/or remove any and all User Submissions submitted to the Software and/or Animations and/or Output at any time and for any reason (and as further described below), as well as the right to terminate Accounts of Software users who are violators of the terms of this Agreement.
- Ownership and Responsibility. You represent and warrant that you own or have the necessary rights and permissions to use and authorize us to use

all Intellectual Property Rights in and to your User Submissions, and to enable inclusion and use thereof as contemplated by this Agreement. Notwithstanding anything to the contrary in this Agreement, you retain all of your ownership rights in your User Submissions, Output and/or Animations. For clarity, you bear all risk with respect to and shall be responsible for obtaining all necessary consents, rights and/or licenses (including paying any applicable royalties), if any, to use the User Submissions and/or Animations and/or any Output in the Software (including for the provision and modification of the relevant User Submissions and in connection with the development of Animations). Neuro AI shall not be liable for any claims of any kind (including copyright, publicity and/or privacy rights or breach of contract claims) made by any third party in connection with the use of User Submissions and/or Animations and/or any Output. It is hereby clarified that your use of the Animations and/or any Output shall be only for lawful purposes and is subject to all applicable terms and conditions applied by Third Party Sources used in the creation of such Animations and/or Output (if any). It is hereby clarified that (notwithstanding any other provision of this Agreement and to the extent applicable) Paying Users subscribed to the “*Lite*” Plan will be able to use the Software and/or Animations for non-commercial use only.

- Monitoring. For the purpose of monitoring User Submissions and/or Animations and/or any Output, we may also use tools, software or services of Third Party Sources which may monitor User Submissions uploaded by Users (“Monitoring Tools”) in order to verify fair use and/or limit prohibited content as described herein. We may prohibit such uploads in case of any conflict with this Agreement. In case our Monitoring Tools identify your User Submission as being in potential conflict with the terms of this Agreement, we may send you a message asking you to provide a signed statement asserting that you possess the necessary rights to upload the applicable User Submission (“Statement”). Such Statement may be further reviewed by us, and we may ask you to provide additional

proof regarding your possession of the abovementioned rights before allowing the submission of your User Submission. For the avoidance of doubt, any message we send you hereunder, our receipt of Statements and/or our allowance of the submission of your User Submission, shall not in any way be deemed to be a waiver of any of Neuro AI's rights against you for violating this Agreement and/or as to derogate from any other provision herein.

- License to User Submissions. Subject to this Agreement and the terms of our privacy policy ("Privacy Policy"), by submitting the User Submissions to the Software, you hereby grant us a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, sub-licensable and transferable license to use, reproduce, distribute, create Animations and/or Outputs while using, prepare derivative works of, display, and perform the User Submissions, including without limitation for redistributing part or all of your User Submissions (and derivative works thereof), and you hereby waive any moral rights in your User Submissions, to the extent permitted by law. You also hereby grant each Software user and Third Party Source a non-exclusive right to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions in accordance with this Agreement.
- Exposure. You understand and acknowledge that when accessing and using the Software and/or third party services: (i) you may be exposed to User Submissions and/or Animations and/or Outputs from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or Intellectual Property Rights of, or relating to, such User Submissions and/or Animations and/or Outputs; and (ii) you may be exposed to User Submissions and/or Animations and/or Outputs that are inaccurate, offensive, indecent, or objectionable. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against us with respect to (i) and (ii) herein.
- Disclosure. We reserve the right to access, read, preserve, and disclose any User Submission or any other information that we obtain in connection

with the Software as we reasonably believe is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request, (ii) enforce this Agreement, including investigation of potential violations of it, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to your user support Inquiries, or (v) protect the rights, property or safety of Neuro AI, our users or the public.

- Prohibited Content. You agree that you will not send, display, post, submit, publish or transmit a User Submission and/or an Animation that: (i) you do not have or have not obtained the appropriate rights or consents to use; (ii) is unfair or deceptive under the consumer protection laws of any jurisdiction; (iii) is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights; (iv) creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement or is otherwise harmful; (v) impersonates another person; (vi) promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; (vii) is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, religiously, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law or regulation, or is otherwise dishonest, inaccurate, inappropriate, malicious or fraudulent, including but not limited to fake news and/or spam; (viii) involves theft or terrorism; (ix) constitutes an unauthorized commercial communication and/or is political; (x) contains the contact information or any personally identifiable information of any third party unless you have first obtained the express consent of said third party to include their contact information or personally identifiable information; (xi) breaches this Agreement; (xii) provides medical advice and/or medical results interpretation; (xiii) is used for the purpose of exploiting, harming or attempting to exploit or harm minors in any way; (xiv) generates or disseminates information for the purpose to be used for administration of justice, law enforcement,

immigration or asylum processes; (xv) is used for fully automated decision making that adversely impacts an individual's legal rights or otherwise creates or modifies a binding, enforceable obligation; and/or (xvi) is used for discriminating against individuals or groups based on social behavior or known or predicted personal or personality characteristics.

21. You agree that we are allowed to use your name, trademark and/or logo (if applicable) and to refer to you as a customer of Neuro AI, (i) in sales presentations, promotional/marketing materials, and press releases, and (ii) on Neuro AI's website, including a link to your website (if applicable), for promotional purposes.

22. Term and Termination.

- This Agreement is effective until terminated by us or you. We reserve the right, at any time upon prior notice, to: (i) discontinue or modify any aspect of the Software; and/or (ii) terminate this Agreement and/or your Subscription and/or use of the Software and/or your Account with or without cause, and shall not be liable to you or any third party for any of the foregoing. If you object to any term or condition of this Agreement or any subsequent modifications thereto, or become dissatisfied with the Software in any way, your only recourse is to immediately discontinue use of the Software.
- Upon termination of this Agreement, you shall cease all use of the Software. This Section 22 and Sections 7 (*Intellectual Property Rights*), 10 (*Privacy*), 12 (*Warranty Disclaimers*), 13 (*Limitation of Liability*), 14 (*Indemnity*), 18 (*Third Parties*), 2 (*Ownership and Responsibility*), 20.4 (*License to User Submissions*) and 23 (*Independent Contractors*) to 27 (*Contact Information*) shall survive termination of this Agreement.

23. Independent Contractors. You and Neuro AI are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between you and Neuro AI. You must not under any circumstances make, or undertake, any warranties, representations, commitments or obligations on behalf of Neuro AI.

24. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Neuro AI without restriction or notification. Any prohibited assignment shall be null and void.
25. Governing Law and Disputes. This Agreement shall be governed by and construed in accordance with the laws of the United States of America without regard to its conflict of laws rules.
26. This Agreement, and any other legal notices published by us in connection with the Software, shall constitute the entire agreement between you and Neuro AI concerning the Software. In the event of a conflict between this Agreement and any such legal notices, the terms of the applicable notice shall prevail with respect to the subject matter of such notice. No amendment to this Agreement will be binding unless in writing and signed by Neuro AI. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SOFTWARE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
27. Contact Information. If you have any questions, complaints, or claims regarding the Software, please contact us at [contact@neiro.ai](mailto:contact@neiro.ai).