

Terms of Service

Last updated: September 1, 2024

Thank you for your interest in Thaly AI along with our related websites, networks, applications, mobile applications, and other services.

1. Thaly AI Service Overview

The Service is designed to improve the shopping experience by making it easier to access information, and be shown products that you normally wouldn't find in a world dominated by ads. Thaly AI shows you what it thinks you will find useful, not the highest bidder.

2. Eligibility

You must be at least 13 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 13 years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and references to you herein (and all of your obligations hereunder) will refer to such entity and any individual using the Service on such entity's behalf.

3. Accounts and Registration

To access and use the Service, you must register for an account. When you register for an account, you must provide us with some information about yourself, such as your name, and a valid email address. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times.

Thaly AI may reject your application for an account, or cancel an existing account, for any reason, at our sole discretion.

4. General Payment Terms

Premium features of the Service will require you to pay fees upon registering for the applicable premium service. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. You agree to pay the fees for the Services based on the rates and charges set forth in your Service Order. Fees are due within thirty (30) days from the invoice date. If you have arranged for payment by credit card, Stripe may charge your card or account on or after the invoice date. If your undisputed payment is overdue for more than thirty (30) days, Thaly AI may suspend the Services and any other services you receive from Thaly AI on written notice. Thaly AI shall undertake collection efforts prior to any suspension. Invoices that

are not disputed within one hundred and twenty (120) days of the invoice date are conclusively deemed accurate. Fees must be paid in the currency identified in your Service Order and are non-refundable. You are solely responsible for all wire transfer and other bank fees associated with the delivery of payments to Thaly AI.

4.1 Price

Thaly AI reserves the right to determine pricing for the Service. Thaly AI will make reasonable efforts to keep pricing information published on the website up to date. We encourage you to check our website periodically for current pricing information.

Thaly AI may change the fees for any feature of the Service, including additional fees or charges. Thaly AI gives you advance notice of changes before they apply. Thaly AI, at its sole discretion, may make promotional offers with different features and different pricing to any of Thaly AI's customers. These promotional offers, unless made to you, will not apply to your offer or these Terms.

4.2 Authorization

You authorize Thaly AI to charge all sums for the orders that you make and any level of Service you select as described in these Terms or published by Thaly AI, to the payment method specified in your account. If you pay any fees with a credit card, Thaly AI may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

4.3 Taxes

All amounts due to Thaly AI under the Terms are exclusive of any value added, goods and services, sales, use, and like taxes, (collectively, "Tax"). You must pay Thaly AI the Tax that is due or provide Thaly AI with satisfactory evidence of your exemption from the Tax in advance of invoicing. You must provide Thaly AI with accurate and adequate documentation sufficient to permit Thaly AI to determine if any Tax is due. All payments to Thaly AI shall be made without any withholding or deduction for any taxes.

4.4 Delinquent Accounts

Thaly AI may suspend or terminate access to the Service for any account for which any amount is due but unpaid. In addition to the amount due for the Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees.

5. Licenses

5.1 Permission to Use

Subject to your complete and ongoing compliance with these Terms, Thaly AI grants you

limited, non-transferable, non-sublicensable, revocable permission to access and use the Service for your personal, internal use at the level of service for which you have paid all applicable Fees.

5.2 Restrictions

Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Service; (b) make modifications to the Service; or (c) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, you may not use it.

5.3 Feedback

If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service ("Feedback"), then you hereby grant Thaly AI an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.

6. Ownership; Proprietary Rights

The Service is owned and operated by Thaly AI. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, templates, and all other elements of the Service ("Materials") provided by Thaly AI are protected by intellectual property and other laws. All Materials included in the Service are the property of Thaly AI or its third party licensors. Except as expressly authorized by Thaly AI, you may not make use of the Materials. Thaly AI reserves all rights to the Materials not granted expressly in these Terms.

7. Prohibited Conduct

BY USING THE SERVICE YOU AGREE NOT TO:

- use the Service for any illegal purpose or in violation of any local, state, national, or international law;
- violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
- interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law; or (iii) hacking, password "mining" or using any other illegitimate means of interference;
- modify or create derivatives of any part of the Service;
- interfere with the operation of the Service or any user's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware,

worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;

- perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission;
- take action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service or Thaly AI's systems or networks, or any systems or networks connected to the Service or Thaly AI;
- sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 6) or any right or ability to view, access, or use any Materials; or
- attempt to do any of the acts described in this Section 9 or assist or permit any person in engaging in any of the acts described in this Section 9.

8. Modification of these Terms

We reserve the right to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. Modifications will become effective upon the earlier of (a)

your acceptance of the modified Terms, (b) your use of the Service with actual knowledge of the modified Terms, or (c) thirty (30) days following our publication of the modified Terms through the Service. Except as expressly permitted in this Section 8, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

9. Term, Termination and Modification of the Service

9.1 Term

These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Service, and ending when terminated as described in Section 9.2.

9.2 Termination

If you violate any provision of these Terms, your authorization to access the Service and these Terms automatically terminate. In addition, Thaly AI may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice.

9.3 Effect of Termination

Upon termination of these Terms: (a) your license rights will terminate and you must

immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you must pay Thaly AI any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and Sections 5.3, 6, 9.3, 10, 11, 12, 13 and 14 will survive.

9.4 Modification of the Service

Thaly AI reserves the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. Thaly AI will have no liability for any change to the Service or any suspension or termination of your access to or use of the Service.

10. Indemnity

You are responsible for your use of the Service, and you will defend and indemnify Thaly AI and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “Thaly AI Entities”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or connected with: (a) your use of, or misuse of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

11. Disclaimers; No Warranties

THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. THALY AI DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THALY AI DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND THALY AI DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR THALY AI ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE THALY AI ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN

THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

HOWEVER, THALY AI DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT THALY AI IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE THALY AI ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY

OTHER LEGAL THEORY, AND WHETHER OR NOT ANY THALY AI ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE THALY AI ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO THALY AI FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (B) \$100.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 15 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. Arbitration

Notwithstanding anything contained herein, you agree that any legal disputes arising out of or relating to these Terms of Service or the Services shall be submitted to binding arbitration in Vancouver, British Columbia, Canada. Any judgment on the award by the arbitrator may be entered in a court having jurisdiction thereof. You agree that any claim, action or proceeding arising out of or related to these Terms of Service or the Services must be

brought in your individual capacity, and not as a plaintiff or class member in any purported representative or class proceeding. The arbitrator may not consolidate more than one person's claims. YOU ACKNOWLEDGE THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN A CLASS ACTION OR REPRESENTATIVE PROCEEDING.

14. General Terms

These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Thaly AI regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word "including" means "including but not limited to". If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

14.1 Governing Law

These Terms are governed by the laws of the Province of British Columbia without regard to conflict of law principles. You and Thaly AI submit to the personal and exclusive jurisdiction of the provincial courts and federal courts located within Vancouver, British Columbia for resolution of any lawsuit or court proceeding permitted under these Terms.

14.2 Consent to Electronic Communications

By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

14.4 International Use

The Service is intended for visitors located within Canada and the United States. We make no representation that the Service is appropriate or available for use outside of Canada and the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.