



## ZGPT.AI Vortex Terms of Service

This Terms of Service Agreement (“Agreement”) is effective as of Monday, February 5, 2024 (the “Agreement Date”) by and between ZGPT.AI OPERATIONS, LLC (“Company”), located in Orange County, Florida, and the user (“User”) of the AI software as a service known as “Vortex” (“Service”). This Agreement sets forth the terms and conditions governing the use of the Service by the User.

### 1. JURISDICTION

**Governing Law:** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of Florida, without regard to or application of its conflict of law provisions or your state or country of residence.

**Mandatory Mediation:** Prior to the initiation of any legal proceedings, the parties agree to engage in a good faith effort to resolve any dispute arising out of or relating to this Agreement through binding mediation. The mediation process shall be conducted in Orange County, Florida, and the parties agree to share equally the costs of the mediation.

**Exclusive Jurisdiction and Venue:** In the event that mediation does not resolve the dispute, both parties agree that any judicial proceedings will be brought exclusively in the state and federal courts located in Orange County, Florida, and both parties consent to venue and personal jurisdiction there.

**Waiver of Jury Trial:** Both parties hereby waive any constitutional and statutory rights to sue in court and have a trial in front of a judge or a jury. Instead, any dispute will be resolved by a judge or in arbitration.

**Waiver of Class Actions:** The User waives any right to assert any claims against the Company as a representative or member in any class or representative action, except where such waiver is prohibited by law or deemed by a court to be against public policy. To the extent either party is permitted by law or a court of competent jurisdiction to proceed with a class or representative action against the other, the parties agree that: (1) the prevailing party shall not be entitled to recover attorneys fees or costs associated with pursuing the class or representative action (notwithstanding any other provision in this agreement) and (2) the party who initiates or participates as a member of the class will not submit a claim or otherwise participate in any recovery secured through the class or representative action.

International Use: If the User is accessing the Service from a location outside the United States, the User agrees to comply with all local laws and regulations regarding online conduct and acceptable content, and the User agrees to comply with U.S. export laws and regulations.

## 2. SERVICE DESCRIPTION

Nature of the Service: The Service provided by the Company consists of advanced artificial intelligence technologies, including but not limited to neural network-based language models, AI-driven enterprise solutions, and related technologies ("Service"). The Service is designed primarily for business use and aims to automate and improve various aspects of business operations.

Scope of Service: The Service includes, but is not limited to, data analysis, predictive modeling, natural language processing, and other AI-related functionalities that are part of the Company's current offerings. These services are subject to change, enhancement, or discontinuation based on the evolving nature of our technology and market needs.

Performance Expectations: While the Company endeavors to provide a high level of service performance, it makes no guarantees regarding the continuous, uninterrupted, or error-free operation of the Service. The performance may vary depending on various factors including, but not limited to, the User's technical environment, usage patterns, and network issues.

Service Modifications: The Company reserves the right to modify or discontinue any aspect of the Service, or its entirety, at any time without prior notice. Users will be notified of significant changes to the Service in a timely manner.

No Guarantee of Business Outcomes: The Company does not guarantee that the use of the Service will achieve specific business outcomes or results. The effectiveness of the Service depends on a variety of factors outside the Company's control, including the User's proper implementation and usage.

Compliance with Laws: The User agrees to use the Service in compliance with all applicable local, state, national, and international laws, rules, and regulations, including any laws regarding the transmission of technical data exported from the United States or the country in which the User resides.

Third-Party Integrations: The Service may integrate with or provide links to third-party applications, websites, services, and resources. The Company does not endorse and is not responsible or liable for the availability, accuracy, content, practices, or services of such third parties.

Use Limitations: The Service is not intended for and should not be used for high-risk activities where an error or malfunction could lead to death, personal injury, or severe environmental or property damage.

### 3. SERVICE FUNCTIONS

#### Credit-Based System:

Allocation of Credits: The Service operates on a credit-based system. Each User account will be initially allocated 25 free trial credits. These credits are provided to allow the User to assess the functionality and suitability of the Service.

Purchase of Additional Credits: Following the exhaustion of the trial credits, the User must purchase additional credits to continue using the Service. The pricing and quantity of credits are subject to the Company's current pricing structure, which may be amended from time to time at the Company's sole discretion.

Non-Refundability: Purchased credits are non-refundable and non-exchangeable. Unused credits will not be redeemable for cash or other forms of credit and will expire as per the terms specified at the time of purchase.

#### Enterprise AI Engineering and Legal Services:

Custom Quote and Scope of Work: Services requiring specialized AI engineering or legal expertise will be provided based on a custom quote. The quote will be determined based on the scope of work, complexity, and resources required, as requested by the User.

#### Separate Agreement for Legal Services:

Users will need to enter into a separate contractual agreement with ZGPT.AI LAW, INC, a Washington State law firm created to provide legal services. This separate agreement will govern the provision of legal services in accordance with the laws applicable in the state of Washington.

Scope and Applicability: The need for a separate contractual agreement arises from the unique and specific nature of legal services, which are governed by different regulations and requirements in various jurisdictions.

Initiation of Legal Services: Users interested in availing legal services must contact the respective legal entity (ZGPT.AI LAW, INC) at [zgpt.ailawinc.com](http://zgpt.ailawinc.com) to initiate the process of drafting a separate agreement.

**Governing Law and Jurisdiction:** The separate contractual agreement for legal services will include provisions regarding governing law, jurisdiction, dispute resolution, and other legal terms pertinent to the provision of legal services in the respective jurisdiction.

**No Legal Services Under This Agreement:** It is to be noted that this Agreement does not itself provide for legal services. Such services are subject to a separate contractual arrangement as outlined above.

**Service Limitations:**

**Use of Credits:** Credits are applicable only for certain functions and features of the Service as specified by the Company. The Company reserves the right to modify which services are available through the use of credits.

**Expiration of Credits:** Credits have an expiration date as stated at the time of purchase or allocation. Expired credits are void and cannot be used or refunded.

**Modification of Service Features:**

The Company reserves the right to modify, enhance, or discontinue any feature or function of the Service at any time, without prior notice to the User. However, the Company will endeavor to provide timely information about significant changes that may affect the Users experience or use of credits.

**Service Availability:**

The Company does not guarantee uninterrupted or error-free operation of the Service. Availability may be affected by factors including but not limited to maintenance, updates, technical issues, and conditions beyond the Company's control.

#### 4. LICENSE TO USE

**Grant of License:** Subject to the User's full compliance with all the terms and conditions of this Agreement, the Company grants the User a limited, non-exclusive, non-transferable, and non-assignable license to access and use the Service solely for its intended business purpose. This license is granted for the term of this Agreement and is subject to the following conditions and restrictions:

**Scope of License:**

**Authorized Use:** The User is permitted to use the Service in accordance with its documented features and functionalities. The User shall not exceed the scope of the authorized use as

defined by the Company.

**No Modification or Reverse Engineering:** The User agrees not to modify, adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying algorithms of the Service, except to the extent that such restriction is expressly prohibited by applicable law.

**Restrictions on Transfer and Assignment:**

**Non-Transferability:** The license granted herein is personal to the User and may not be transferred, sublicensed, or assigned to any other party without the prior written consent of the Company. Any attempted transfer, sublicense, or assignment in violation of this clause shall be null and void.

**Protection of Intellectual Property:**

**Respect for IP Rights:** The User acknowledges that the Service, including its structure, organization, and source code, constitutes valuable trade secrets and intellectual property of the Company. The User agrees to safeguard the Service from unauthorized use, reproduction, distribution, or publication.

**Compliance with Laws:**

**Legal Compliance:** The User agrees to use the Service in full compliance with all applicable local, national, and international laws and regulations, including but not limited to those related to privacy, data protection, and intellectual property rights.

**Termination of License:**

**Effect of Termination:** Upon termination of this Agreement for any reason, the license granted herein will automatically terminate, and the User must cease all use of the Service and destroy all copies, full or partial, of the Services software or documentation in the User's possession.

**Audit Rights:**

**Verification of Compliance:** The Company reserves the right to audit the User's use of the Service to ensure compliance with the terms of this Agreement. The User agrees to cooperate with the Company's audit and provide reasonable assistance and access to information.

## 5. USER OBLIGATIONS

#### Intended Use:

The User agrees to use the Service strictly for its intended business purposes as described in the Service documentation and this Agreement. The User shall not use the Service for any personal, non-commercial, or unauthorized purposes.

#### Compliance with Laws:

The User is responsible for complying with all applicable local, state, federal, and international laws and regulations in connection with their use of the Service. This includes, but is not limited to, laws related to privacy, data protection, intellectual property, export control, and electronic communications.

#### Prohibited Activities:

The User shall not engage in any activity that is illegal or prohibited by this Agreement. Prohibited activities include, but are not limited to, copyright infringement, fraud, data theft, spreading malware, launching denial-of-service attacks, and any other form of unauthorized use or interference with the Service.

The User agrees not to use the Service to transmit or store any content that is defamatory, obscene, infringing, threatening, or otherwise unlawful or tortious, including material harmful to children or violative of third-party privacy rights.

#### Interference with the Service:

The User agrees not to disrupt, overload, or otherwise interfere with the proper functioning of the Service. This includes not engaging in activities that interrupt or attempt to interrupt the operation of the Service or any server or network used to make the Service available.

The User must not attempt to gain unauthorized access to any parts of the Service, other accounts, computer systems, or networks connected to the Service, through hacking, password mining, or any other means.

#### Responsibility for Content:

The User is solely responsible for all data, information, text, software, music, sound, photographs, graphics, video, messages, or other materials ("Content") that they upload, post, publish, display, transmit, or otherwise use via the Service.

#### Security and Account Integrity:

The User must maintain the confidentiality of their account information, including usernames and passwords. The User is responsible for all activities that occur under their account and must immediately notify the Company of any unauthorized use of their account or any other breach of security.

#### Export Compliance:

The User agrees to comply with all applicable export and re-export control laws and regulations, particularly those of the United States. The User shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Service or product to any destination, entity, or person prohibited by the laws or regulations of the United States.

#### Updates to User Obligations:

The Company reserves the right to update these User Obligations as necessary. The User agrees to abide by any such modifications or updates, which will be communicated via the Service or through direct communication to the User.

## 6. PAYMENT TERMS AND CONDITIONS

#### Purchase of Credits:

**Requirement for Use:** Access to and use of certain features of the Service requires the purchase of credits ("Credits").

**Pricing and Changes:** The price for Credits is determined according to the Company's current pricing structure, which is subject to change at the Company's discretion. The Company will endeavor to provide reasonable notice of any significant changes in pricing.

#### Payment Obligations:

**Timely Payment:** The User agrees to pay for Credits in a timely manner, in accordance with the payment terms specified by the Company. Accepted methods of payment will be specified during the purchase process.

**Late Payments:** In the event of late payments, the Company reserves the right to charge late fees or interest on overdue amounts at the maximum rate permitted by law. The User will be responsible for all reasonable expenses (including attorneys' fees) incurred by the Company in collecting such overdue amounts.

#### Billing Information:

**Accurate Information:** The User must provide current, complete, and accurate billing and payment information and promptly update this information in the event of any changes.

**Suspension and Termination for Non-Payment:**

**Service Suspension:** If payment is not received by the due date, the Company reserves the right to suspend the User's access to the Service.

**Termination:** Continued non-payment may result in termination of the User's account and access to the Service, in addition to any other remedies available to the Company.

**Refunds and Credits:**

**Non-Refundable:** All purchases of Credits are final and non-refundable, except as may be required by applicable law.

**Unused Credits:** Unused Credits are not redeemable for cash or other forms of refund and may be subject to expiration as per the Company's policy.

**Taxes and Other Charges:**

**Responsibility for Taxes:** The User is responsible for any taxes, including sales, use, VAT, GST, or other governmental taxes or fees, associated with the purchase of Credits or use of the Service. These will be charged in addition to the cost of Credits.

**Additional Charges:** Any additional charges or fees associated with the use of the Service, such as transaction fees or data charges, are the User's responsibility.

**Audit Rights:**

**Verification of Compliance:** The Company reserves the right to audit the User's use of Credits and compliance with the payment terms. The User agrees to cooperate with the Company's audit and provide reasonable assistance and access to information.

## 7. CONFIDENTIALITY

**Definition of Confidential Information:**

Confidential Information includes all non-public information disclosed by either party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. This includes, but is not limited to, business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by the Company.



#### Protection of Confidential Information:

The Company will use the same degree of care to protect the confidentiality of the User's Confidential Information as it uses to protect its own Confidential Information of like kind (but in no event less than reasonable care).

The User agrees to take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information.

#### Use of Confidential Information:

The User agrees to use Confidential Information only for the purpose of using the Service as permitted under this Agreement.

#### Disclosure Restrictions:

The User agrees not to disclose or share Confidential Information with any third party, unless such disclosure is authorized in writing by the Company.

The User shall limit access to Confidential Information to employees, contractors, advisors, or agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the User containing protections no less stringent than those herein.

#### Exceptions to Confidential Information:

Confidential Information shall not include information that: (i) is or becomes publicly known through no fault of the User (ii) is in possession of the User prior to disclosure by the Company (iii) is rightfully disclosed to the User by a third party without restriction on disclosure or (iv) is independently developed by the User without use of or reference to the Company's Confidential Information.

#### Compelled Disclosure:

If the User is compelled by law to disclose Confidential Information, it shall provide the Company with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Company's cost, if the Company wishes to contest the disclosure.

#### Return or Destruction of Confidential Information:

Upon termination of this Agreement, or at the Company's request, the User shall promptly return or destroy all copies of Confidential Information in their possession.

## 8. INTELLECTUAL PROPERTY

### Ownership of Service and Related IP:

**Exclusive Property of the Company:** All rights, title, and interest in and to the Service, including but not limited to all software, algorithms, interfaces, technology, designs, databases, data, all documentation, and all intellectual property rights therein, are owned by or licensed to the Company. This includes any improvements, modifications, or enhancements to the Service, regardless of who contributed to such changes.

**Trademarks and Trade Secrets:** The Company's name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. The User must not use such marks without the prior written permission of the Company.

### User-Generated Content:

**Ownership and License Grant:** While the User retains ownership of User-Generated Content, they grant the Company a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, create derivative works of, display, and perform the User-Generated Content in connection with the Service and the Company's (and its successors and affiliates) business.

**Moral Rights Waiver:** To the extent allowed by law, the User also waives any moral rights they may have in such User-Generated Content and agrees not to assert such rights against the Company.

### Warranty and Representation by User:

The User represents and warrants that they own or have the necessary licenses, rights, consents, and permissions to grant the licenses in this Section. They further warrant that the User-Generated Content does not and will not infringe, violate, or misappropriate any third party's intellectual property rights, rights of publicity, or other personal or proprietary rights, nor does it contain any libelous, defamatory, or otherwise unlawful material.

### Intellectual Property Claims:

**Notification of Infringement:** If the User believes that their intellectual property rights have been infringed in any way by the Service, they should promptly notify the Company with specific details of the alleged infringement.

Response to Claims: Upon receiving a valid intellectual property claim, the Company will respond in a timely manner, which may include removing or disabling access to the allegedly infringing material.

Indemnification for Intellectual Property Violations:

The User agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, affiliates, successors, and assigns from any claims, damages, liabilities, costs, losses, and expenses (including but not limited to attorney's fees) arising out of or related to any claim that the User-Generated Content or any other use of the Service by the User infringes or violates the intellectual property rights or other rights of a third party.

Third-Party Software:

The Service may include or incorporate third-party software components that are subject to open-source licenses and other third-party terms. The User agrees to comply with such terms and acknowledges that these third-party components are provided "as is" without any warranties.

## 9. DISCLAIMER OF WARRANTIES

"As Is" and "As Available" Basis:

The Service is provided on an "as is" and "as available" basis. The Company expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

No Express Warranties:

The Company makes no warranty that the Service will meet your requirements, achieve any intended results, be compatible, or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards, or be error-free, or that any errors or defects can or will be corrected.

No Implied or Statutory Warranties:

To the fullest extent permitted by applicable law, the Company disclaims all other warranties, express or implied, by statute, or otherwise, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

No Warranty of Accuracy:

The Company does not warrant the accuracy, reliability, completeness, or timeliness of the Service, content, or information obtained through the Service.

#### User Responsibility:

The use of the Service is at the Users own risk. The User is solely responsible for any damage to their computer system, loss of data, or any other harm that results from such use.

#### No Warranty for External Links or Third-Party Services:

The Company makes no warranties regarding any third-party websites, information, materials, products, or services that are linked through the Service.

#### Jurisdictional Limitations:

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

## 10. LIMITATION OF LIABILITY

#### General Limitation:

The User expressly agrees that, to the fullest extent permitted by law, the Company shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses (even if the Company has been advised of the possibility of such damages), arising out of or in connection with the Service or this Agreement (however arising, including negligence).

#### Specific Exclusions:

This limitation of liability applies to all causes of action or claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentation, and other torts, as well as third-party claims.

#### Cap on Liability:

In jurisdictions where limitation of liability for consequential or incidental damages is not permitted, the Company's liability is limited to the maximum extent permitted by law. In no event shall the Company's total liability to the User for all damages, losses, and causes of

action exceed the amount paid by the User to the Company for the Service in the twelve (12) months prior to the claim.

Essential Basis:

The User acknowledges and understands that the disclaimers, exclusions, and limitations of liability set forth in this section form an essential basis of the agreement between the parties, and that, in the absence of such disclaimers, exclusions, and limitations of liability, the terms and conditions of this Agreement would be substantially different.

User Acknowledgment:

The User acknowledges that the Company has set its prices and entered into this Agreement in reliance upon the limitations of liability specified herein, which allocate the risk between the Company and the User and form a basis of the bargain between the parties.

## 11. INDEMNIFICATION

Indemnification Obligations:

The User agrees to indemnify, defend, and hold harmless the Company, its subsidiaries, affiliates, officers, agents, employees, licensors, and successors from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys fees and court costs) that such parties may incur as a result of or arising from (1) the User's use of the Service (2) the User's violation of this Agreement (3) the User's violation of any rights of any other person or entity or (4) any User-Generated Content uploaded by the User.

Procedure for Indemnification:

In the event of a potential indemnity obligation under this Agreement, the Company will provide the User with written notice of any such claim, demand, or action. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, in which event the User will fully cooperate with the Company in asserting any available defenses.

Limitation on Indemnification:

The User's indemnification obligation does not apply to a claim, demand, or damage arising as a result of the Company's own willful misconduct or gross negligence.

Dispute Resolution and Binding Arbitration:

In the event of a dispute between the parties arising out of or relating to these Terms, or any

provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, such dispute shall be resolved only by final and binding arbitration in accordance with the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrators award shall be final, and judgment may be entered upon it in any court having jurisdiction.

No Class Arbitrations, Class Actions or Representative Actions: Any arbitration under these Terms will take place on an individual basis class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one persons claims, and may not otherwise preside over any form of a representative or class proceeding.

## 12. TERMINATION

Term of Agreement:

This Agreement commences on the date the User first accepts it and continues until terminated by either party in accordance with the terms set forth herein.

Termination by the Company:

For Cause: The Company may terminate this Agreement and the User's access to the Service immediately upon notice to the User if the User commits a material breach of any of the terms and conditions of this Agreement. A material breach includes, but is not limited to, failure to comply with the User Obligations (Section 5), violation of Intellectual Property provisions (Section 8), or non-payment of fees (Section 6).

Operational Termination: The Company may also terminate this Agreement for any reason by providing the User with a 30-day prior written notice.

Termination by the User:

The User may terminate this Agreement at any time by ceasing all use of the Service and notifying the Company of their decision to terminate.

Effect of Termination:

Upon termination of this Agreement, the User's license to use the Service and all access rights granted under this Agreement will immediately cease.

The User must immediately cease all use of the Service and destroy or return all copies of any software or documentation obtained through the Service.

#### Post-Termination Obligations:

Following termination, the User is required to fulfill any outstanding payment obligations incurred prior to termination and to pay for all Services used up to the date of termination. Any provisions of this Agreement that by their nature should survive termination will remain in effect after termination, including, but not limited to, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

#### Data Preservation and Deletion:

Upon termination, the Company may delete or preserve the User's data in accordance with its data retention policy and applicable law. The User is encouraged to back up their data appropriately.

#### Notice of Termination:

Any notice of termination under this Agreement shall be provided in writing and will be effective upon delivery to the other party.

### 13. MODIFICATION OF TERMS

#### Right to Modify:

The Company reserves the right, at its sole discretion, to modify or amend the terms and conditions of this Agreement at any time. Changes may be made to reflect updates to the Service, legal, regulatory, or operational considerations, or other reasons deemed necessary by the Company.

#### Notification of Changes:

Method of Notification: The Company will provide reasonable notice of any significant changes to this Agreement. This notice may be provided through the Service interface, by sending an email to the address associated with the Users account, or by other means considered appropriate by the Company to reach the User.

Effective Date: Modifications or amendments to the Agreement will become effective immediately upon posting or as otherwise communicated to the User, unless a different effective date is specified.

#### Users Responsibility to Review:

It is the User's responsibility to review the Agreement periodically to become aware of any modifications. Continued use of the Service after the effective date of such modifications will constitute the User's acceptance of and agreement to be bound by the modified terms and conditions.

#### Substantial Changes:

In the case of substantial changes to the Agreement, the Company may, at its discretion, require the User to provide express consent to the modified Agreement before continuing to use the Service.

#### Limitation on Changes:

No modifications to this Agreement will apply retroactively or alter the User's rights to content created or submitted before the effective date of such modifications unless legally required.

#### Disagreement with Changes:

If the User does not agree to any modifications to this Agreement, the User should immediately stop using the Service and terminate their account, as outlined in Section 12 (Termination).

## 14. ENTIRE AGREEMENT

#### Complete Understanding:

This Agreement, including any terms, conditions, policies, and notices referenced herein, constitutes the entire agreement and understanding between the Company and the User concerning the subject matter hereof. This Agreement supersedes all prior and contemporaneous proposals, agreements, understandings, and communications, whether written or oral, between the Company and the User.

#### Superseding Effect:

To the extent that any terms set forth in this Agreement conflict with any terms in prior agreements, understandings, or communications, the terms of this Agreement shall prevail.

#### No Reliance on External Representations:

The User acknowledges and agrees that in entering into this Agreement, they have not relied



on any representation, warranty, agreement, or other assurance (except those set out in this Agreement) made by or on behalf of the Company. The User waives all rights and remedies which, but for this clause, might otherwise be available to them in respect of any such representation, warranty, agreement, or assurance.

#### Amendments and Modifications:

Any amendments or modifications to this Agreement must be in writing and signed by both parties to be effective, except as otherwise provided in Section 13 (Modification of Terms).

#### Severability of Agreement:

If any provision of this Agreement is deemed invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

#### No Oral Modifications:

This Agreement cannot be amended, modified, or supplemented by oral communication. Any such attempts shall be void and of no effect.

#### Binding Effect:

This Agreement is binding upon and inures to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns.

## 15. SEVERABILITY

#### Preservation of Remaining Provisions:

If any provision of this Agreement, or the application thereof to any person, place, or circumstance, is held to be unenforceable or invalid by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, while preserving to the fullest extent the intent and agreements of the parties. If such modification is not possible or allowed, the particular provision shall be severed from this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

#### Independent Provisions:

The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other provision may be invalid or unenforceable in whole or in part.

#### Continuation of Agreement:

The unenforceability or invalidity of any clause in this Agreement shall not have an impact on the enforceability or validity of the rest of this Agreement. The remaining parts of this Agreement will continue to be binding and operative.

#### Reformation and Replacement:

In the event of such a determination, the parties agree to negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves, to the extent possible, the same objectives as the original provision.

#### Courts Authority to Modify:

The parties acknowledge and agree that any court is expressly authorized to modify any unenforceable or invalid provision of this Agreement instead of severing such unenforceable or invalid provision from the remainder of the Agreement, in order to render the provision enforceable and to preserve the intent of the parties as stated herein.

## 16. ASSIGNMENT

#### Restriction on Assignment by the User:

The User shall not assign, transfer, delegate, or subcontract any of their rights or obligations under this Agreement, either in whole or in part, without the prior written consent of the Company. Any attempt to do so without such consent will be considered null and void. The requirement for written consent for any assignment or transfer includes, but is not limited to, mergers, acquisitions, sale of assets, bankruptcy, or any other change of control.

#### Conditions for Consent:

If the User wishes to assign or transfer this Agreement, they must submit a written request to the Company. The Company reserves the right to refuse consent at its sole discretion. However, such consent will not be unreasonably withheld or delayed. If consent is given, it will be subject to any conditions deemed necessary by the Company.

#### Assignment by the Company:

The Company may at any time assign, transfer, delegate, or subcontract its rights or obligations under this Agreement without the User's consent. This may include transfers made in connection with a merger, acquisition, sale of assets, or by operation of law or otherwise.

#### Effect of Unauthorized Assignment:

Any purported assignment or transfer in violation of this Section will be null and void. No assignment or transfer shall relieve the User of any of their obligations under this Agreement.

#### Notice of Assignment:

In the event of an assignment or transfer by the Company, the Company will provide reasonable notice to the User.

#### Binding Effect on Successors:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

## 17. WAIVER

#### Non-Waiver of Rights:

The failure or delay by either party to exercise or enforce any right, power, or remedy under this Agreement at any time shall not be construed as a waiver of that or any other right, power, or remedy. No waiver shall be effective unless it is in writing and signed by the waiving party.

#### Waiver Not Implied:

The waiver by either party of any breach or default of any provision of this Agreement shall not be deemed a waiver of any subsequent breach or default of the same or any other provision. Furthermore, no waiver of any provision of this Agreement shall be implied from any course of dealing between the parties or from any failure by either party to assert its rights under this Agreement on any occasion or series of occasions.

#### Specific Waiver:

Any waiver granted by either party shall be specific to the instance and occurrence for which it is given and shall not be construed as a broad or ongoing waiver of the same or any other term or condition.

#### Cumulative Remedies:

The rights and remedies of the parties under this Agreement are cumulative and not

alternative. The election by either party to use any remedy shall not preclude or waive its right to use any other.

#### Severability of Waivers:

If any provision of this Agreement is waived, such waiver shall not affect any other provision of this Agreement or the right of either party to require strict compliance with every provision.

#### Written Amendment for Waiver:

Any modification, amendment, or waiver of any provision of this Agreement or any right, power, or remedy hereunder shall be effective only if in writing and signed by the party against whom enforcement is sought.

## 18. SURVIVAL

#### Surviving Provisions:

Notwithstanding the termination or expiration of this Agreement for any reason, the following provisions will continue in full force and effect: Payment Terms and Conditions (Section 6), Confidentiality (Section 7), Intellectual Property (Section 8), Disclaimer of Warranties (Section 9), Limitation of Liability (Section 10), Indemnification (Section 11), Modification of Terms (Section 13), Entire Agreement (Section 14), Severability (Section 15), Assignment (Section 16), Waiver (Section 17), and this Survival section (Section 18).

#### Purpose of Survival:

These provisions are intended to survive the termination of this Agreement because they embody ongoing obligations, rights, or liabilities that by their nature should extend beyond the term of the Agreement.

#### Ongoing Obligations and Rights:

The survival of these provisions does not imply any extension of obligations or rights not explicitly stated in the respective sections. It solely ensures the enforceability and applicability of these specific terms post-termination.

#### Post-Termination Enforcement:

The parties agree that the post-termination rights and obligations specified herein may be enforced after the end of the Agreement to the extent necessary to fulfill the intended ongoing obligations.

### Continued Compliance:

The User agrees to continue to be bound by the terms of the surviving provisions after the termination of this Agreement, and acknowledges that any breach of these provisions may give rise to continued or new obligations and liabilities.

### Acknowledgement of Surviving Terms:

The parties acknowledge and agree that the limitations of liability, disclaimers of warranties, confidentiality obligations, indemnification obligations, and other provisions specified herein are fundamental elements of the basis of the bargain between the parties and shall be enforceable notwithstanding the termination of this Agreement.

## 19. ACCEPTANCE OF TERMS

### Agreement to Terms:

By accessing, using, or registering to use the Service, the User explicitly acknowledges and agrees to be bound by the terms and conditions set forth in this Agreement. This acceptance constitutes a binding legal agreement between the User and the Company.

### Condition of Use:

The Users agreement to these terms and conditions is a precondition to their access and use of the Service. The Users use of the Service is evidence of their acceptance of and agreement to these terms and conditions.

### Acknowledgment of Understanding:

The User acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. The User further agrees that this is the complete and exclusive statement of the Agreement between the User and the Company, which supersedes any proposal or prior agreement, oral or written, and any other communications between the User and the Company relating to the subject matter of this Agreement.

### Requirement for Continued Use:

Continued use of the Service constitutes ongoing acceptance of this Agreement and any amendments or modifications thereto. The Company recommends that the User review the Agreement periodically to become aware of any changes.

#### Disagreement with Terms:

If the User does not agree to these terms and conditions, as amended or modified from time to time, the User must immediately cease accessing and using the Service. Continued use of the Service following the posting of any changes to the Agreement constitutes acceptance of those changes.

#### Electronic Agreement:

#### Nature of the Agreement:

This Agreement constitutes an electronic contract that outlines the legally binding terms governing the Users use of the Service.

#### Method of Acceptance:

**At Account Creation:** By clicking the "Start Vortex" button when creating an account, the User explicitly indicates their agreement to be bound by this Agreement and the Privacy Policy of the Service. The text "By clicking Start Vortex, you are agreeing to the terms of service and privacy policy" placed beneath the button serves as clear notice of this requirement.

**At Login:** Similarly, by clicking the "Enter Vortex" button on the login page, the User reaffirms their agreement to these terms. The text "By clicking Enter Vortex, you are agreeing to the terms of service and privacy policy" placed beneath the button serves as a reminder and reinforcement of the User's ongoing agreement to the terms each time they access the Service.

#### Acknowledgment of Electronic Consent:

The User acknowledges that their clicking of "Enter Vortex" or "Start Vortex" constitutes an electronic signature signifying acceptance of this Agreement and an intention to be legally bound by the terms and conditions herein.

#### Requirement for Use:

The act of agreeing to this Agreement through these specified methods is a mandatory precondition for accessing and using the Service. Failure to agree will prevent access to and use of the Service.

#### Records of Agreement:

The Company shall maintain electronic records of the User's acceptance of this Agreement,

which the User agrees may be used as evidence of their agreement to the terms and conditions herein.