

Superb AI Suite Terms and Conditions



Last Updated Date: July, 2022

The Superb AI Suite online platform, and any other website of Superb AI Suite ("**Superb AI**," "**us**" or "**we**"), its affiliates or agents, provides a complete suite of online tools to enable Users to manage and manipulate machine learning data. The term "User" or "You" refers to any individual or legal entity who registers on or accesses the Website or uses the Services in any capacity. The Superb AI online platform, including its features, functions, and services made available by Superb AI (both individually and together with its Third Party Providers (as defined in Section 7.2), via the Website or otherwise (collectively, the "**Website**"), and including any supplemental services offered by Superb AI, are referred to as the "**Services**".

PLEASE READ THESE TERMS CAREFULLY. THIS WEBSITE AND THE INFORMATION ON IT ARE CONTROLLED BY SUPERB AI. THESE TERMS GOVERN YOUR USE OF THE WEBSITE AND/OR SERVICES AND APPLY TO ALL USERS ACCESSING THE WEBSITE AND/OR SERVICES IN ANY WAY. BY CLICKING ON THE "I ACCEPT" BUTTON, CREATING AN ACCOUNT, ACCESSING THE WEBSITE, PROVIDING INFORMATION TO SUPERB AI, SIGNING AN ORDER FORM WITH SUPERB AI, AND/OR UPLOADING ANY DATA, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS, WHICH INCLUDE SUPERB AI'S PRIVACY POLICY, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH SUPERB AI, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS, YOU MAY NOT ACCESS OR USE THE WEBSITE OR THE SERVICES. The "Effective Date" of these Terms is the date on which you first became bound by the Terms in accordance with the foregoing.

Your use of, and participation in, certain Services may be subject to additional terms ("**Supplemental Terms**") and such Supplemental Terms will be presented to you for your acceptance when you request the supplemental Service. If these Terms are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such supplemental Service. These Terms and Conditions and Superb AI's Privacy Policy, together with any applicable Supplemental Terms, are referred to herein as the "**Terms**."

PLEASE NOTE THAT THE TERMS ARE SUBJECT TO CHANGE BY SUPERB AI IN ITS SOLE DISCRETION AT ANY TIME. When Material changes are made to the Terms, Superb AI will make a new copy of the Terms available at the Website and update the "Last Updated" date at the top of the Terms. If we make any material changes, and you have registered with us to create an Account (as defined in Section 2.1 below), we will also send an e-mail to you at the last e-mail address you provided to us pursuant to the Terms. Any changes to the Terms will be effective immediately for new Users of the Website and/or Services and will be effective thirty (30) days after posting notice of such changes on the Website for existing Users, provided that any material changes shall be effective for Users who have an Account with us upon the earlier of thirty (30) days after posting notice of such changes on the Website or thirty (30) days after dispatch of an e-mail notice of such changes to Registered Users (defined in Section 2.1 below). Superb AI may require you to provide consent to the updated Terms in a specified manner before further use of the Website and/or the Services is permitted. **If you do not agree to any change(s) after receiving such notice, you shall stop using the Website and/or the Services.** Otherwise, your continued use of the Website and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

1. **Use of the Services and Superb AI Properties.** The Website, the Services, and the information and content available on the Website or mobile application (collectively, the “**Superb AI Properties**”) are protected by copyright laws throughout the world. These Terms may grant you a limited license to reproduce portions of Superb AI Properties for the sole purpose of using the Services for your personal or internal business purposes. Unless otherwise specified by Superb AI in a separate license, your right to use any Superb AI Properties in any way is subject to the Terms. We expressly reserve all rights in and to the Superb AI Properties not expressly granted to you under these Terms.
 - 1.1. Updates. You understand that Superb AI Properties are evolving. To access and utilize certain Services offered by Superb AI, you may be required to install certain Superb AI Properties onto your mobile device or computer and to accept updates to such Superb AI Properties. You acknowledge and agree that Superb AI may update Superb AI Properties with or without notifying you. You may need to update third-party software from time to time in order to access or use Superb AI Properties.
2. **Registration.**
 - 2.1. Registering Your Account. In order to access certain features of Superb AI Properties, you must become a Registered User. For purposes of the Terms, a “Owner User” is a User who has created or owns a tenant account on the Website (“Account”), and “Invited User” is a User who has been invited to the Account by the “Owner User” or one of its “Invited Users” (collectively, the “Registered Users”). A Registered User with the appropriate access rights will have the opportunity to invite other Users to access and utilize the Superb AI Properties via your Account. The Owner User will remain solely responsible for (i) any Users accessing the Superb AI Properties through your Account and (ii) all Content made available through your Account. All Users of your Account are subject to and bound by these Terms.
 - 2.2. Registration Data. In registering an account on the Website, you agree to (1) provide true, accurate, current and complete information as prompted by the registration form (the “Registration Data”); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (1) at least thirteen (13) years old; (2) of legal age to form a binding contract; and (3) not a person barred from using Superb AI Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by unauthorized users, and you will accept full responsibility for any unauthorized use of Superb AI Properties via your Account. You may not share your Account or password with anyone, and you agree to (1) notify Superb AI immediately of any unauthorized use of your password or any other breach of security; and (2) exit from your Account at the end of each session. If you provide any information that is (or Superb AI reasonably believes such information is) untrue, inaccurate, incomplete, or not current, Superb AI has the right to immediately suspend or terminate your Account and refuse any and all current or future use of Superb AI Properties (or any portion thereof). You agree not to create an Account using a false identity, inaccurate information, or on behalf of someone other than yourself. Superb AI reserves the right to remove or reclaim any usernames at any time and for any reason. You agree not to create an Account or use Superb AI Properties if you have been previously removed by Superb AI or banned from any of Superb AI Properties. Content posted in your user profile, or otherwise, may not contain nudity, violence, sexually explicit, or offensive subject matter. You may not post or submit for print services a photograph of another person without that person’s permission. Notwithstanding anything contained herein to the contrary, by submitting Your Content, you hereby expressly permit Superb AI to identify you by your Account name (which may be a pseudonym) and email address as the contributor of Your Content.
 - 2.3. Necessary Equipment and Software. You must provide all equipment and software necessary to connect to Superb AI Properties, including but not limited to, a device that is suitable to connect with and use Superb AI Properties. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing Superb AI Properties.

3. Responsibility for Content and Privacy.

- 3.1. Types of Content. You acknowledge that all files, materials, data, text, audio, video, images or other content, including Superb AI Properties ("**Content**"), is the sole responsibility of the party from whom such Content originated. This means that you, and not Superb AI, are entirely responsible for all Content uploaded, posted, e-mailed, transmitted or otherwise made available through Superb AI Properties via your Account (whether by you or another User of your Account) ("Your Content"), and that you and other Users of Superb AI Properties, and not Superb AI, are similarly responsible for all Content they make available through Superb AI Properties ("**User Content**").
- 3.2. No Obligation to Pre-Screen Content. You acknowledge that Superb AI has no obligation to pre-screen Content (including, but not limited to, User Content), although Superb AI reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Terms, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation, chat, text, or voice communications. In the event that Superb AI pre-screens, refuses or removes any Content, you acknowledge that Superb AI will do so for Superb AI's benefit, not yours. Without limiting the foregoing, Superb AI shall have the right to remove any Content that violates these Terms or is otherwise objectionable in Superb AI's sole discretion.
- 3.3. Storage and Use. Superb AI has no responsibility or liability for deletion or accuracy of any Content, including Your Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of Superb AI Properties which arises from use of your Account by you or other Users of your Account, whether or not such Users are authorized to use your Account. You agree that Superb AI retains the right to create reasonable limits on Superb AI's use and storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described on the Website and as otherwise determined by Superb AI in its sole discretion.
- 3.4. Use of Your Data and Privacy. You acknowledge that when you access the Website or use the Services, Superb AI may use automatic means (including, for example, cookies and web beacons) to collect information about you and your use of the Services. You also will be required to provide certain information about yourself as a condition to register for the Services. You acknowledge that you have read and agree to Superb AI's Privacy Policy, which contains information about, and explains, the collection and possible use of personal and other information and data that you provide in connection with your use of the Services. By accessing the Website or using the Services, or otherwise providing information to Superb AI in any format, you are consenting to the terms of Superb AI's Privacy Policy. You agree that Licensor may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of updates, platform support, and other services to you (if any) related to the Services. Superb AI will take reasonable technical and organizational measures to protect data provided by you. You acknowledge and agree that no method of transmission over the internet or method of electronic storage is completely secure, and Superb AI cannot guarantee that absolute security of such information.

Data Security and Compliance with Applicable Laws. If any data collected through your use of the Services is deemed personal information and is subject to the General Data Protection Regulation and/or the California Consumer Privacy Act, then the relevant terms set forth in the [Data Processing Addendum](#) shall apply, respectively, to the use and processing of such personal information and be incorporated by reference. You will comply with all laws, regulations, and self-regulatory guidelines applicable to your business and operations and to your use of the Services. Where required, you shall be responsible for (a) obtaining verifiable consent related to any personal data collected, used, maintained, and shared with Superb AI; (b) ensuring that you otherwise have all rights required to provide such data to Superb AI; and (c) obtaining data properly and in accordance with applicable law, including, without limitation, the U.S. Children's Online Privacy Protection Act and the Video Privacy Protection Act.

4. Ownership.

- 4.1. Superb AI Properties. Except with respect to Your Content and User Content, you agree that Superb AI and its suppliers own all rights, title and interest in Superb AI Properties, including, without limitation, all intellectual property and other proprietary rights (including moral rights) in and to the Superb AI Properties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website, the Services, or Superb AI Properties.
- 4.2. Other Content. Except with respect to Your Content, you agree that you have no right or title in or to any Content that appears or uploaded on or in Superb AI Properties.
- 4.3. License for Improvement of Services: You grant Superb AI a fully paid, non-exclusive and sublicensable right (including any moral rights) and license to use Your Content for the limited purposes of operating, analyzing, and improving the Superb AI Properties. You warrant that you have the intellectual property rights to grant the license stated above.
- 4.4. Feedback. If you submit any ideas, suggestions, documents, and/or proposals to Superb AI through its suggestion, feedback, wiki, forum or similar pages ("**Feedback**"), you agree that Superb AI has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You agree that Superb AI may use such Feedback in any manner without obligation to you.

5. **Restrictions on User Conduct.** As a condition of your use of the Superb AI Properties, you agree not to use Superb AI Properties for any purpose that is prohibited by the Terms or by applicable law. The rights granted to you in the Terms are subject to the following restrictions: You shall not (and shall not permit any third party) take any action or make available any Content on or through Superb AI Properties that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of us or any person or entity, or violates any obligation of confidentiality that you owe to any third party; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane, as determined in Superb AI's sole discretion; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales without Superb AI's prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including any employee or representative of Superb AI; (vi) interferes with or attempts to interfere with the proper functioning of Superb AI Properties or uses Superb AI Properties in any way not expressly permitted by the Terms; or (vii) attempts to engage in or engage in, any potentially harmful acts that are directed against Superb AI Properties, including but not limited to violating or attempting to violate any security features of Superb AI Properties, using manual or automated software or other means to access, "scrape," "crawl" or "spider" any pages contained in Superb AI Properties, introducing viruses, worms, or similar harmful code into Superb AI Properties, or interfering or attempting to interfere with use of Superb AI Properties by any other User, host or network, including by means of overloading, "flooding," "spamming," "mail bombing," or "crashing" Superb AI Properties. Further, you shall not: (a) license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit Superb AI Properties or any portion of Superb AI Properties, including the Website, (b) frame or utilize framing techniques to enclose any trademark, logo, or other Superb AI Properties (including images, text, page layout or form) of Superb AI; (c) use any metatags or other "hidden text" using Superb AI's name or trademarks; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Superb AI Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; or (e) access Superb AI Properties in order to build a similar or competitive website, application or service. Except as expressly stated herein, no part of Superb AI Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in

any form or by any means; and you shall not remove or destroy any copyright notices or other proprietary markings contained on or Superb AI, its suppliers and service providers reserve all rights not granted in the Terms. Any use of Superb AI Properties in violation of the restrictions set forth in this Section 5 terminates the licenses granted by Superb AI pursuant to the Terms.

6. **Investigations.** Superb AI may, but is not obligated to, monitor or review Superb AI Properties and Content at any time. Without limiting the foregoing, Superb AI shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates the Terms or any applicable law. Although Superb AI does not generally monitor User activity occurring in connection with Superb AI Properties or Content, if Superb AI becomes aware of any possible violations by you of any provision of the Terms, Superb AI reserves the right to investigate such violations, and Superb AI may, at its sole discretion, immediately terminate your license to use Superb AI Properties, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

7. **Third-Party Websites and Third-Party Services.**

- 7.1. Third-Party Websites, Applications & Ads. Superb AI Properties may contain links to third-party websites ("**Third-Party Websites**") and applications ("**Third-Party Applications**") and advertisements for third parties ("**Third-Party Ads**"). When you click on a link to a Third-Party Website, Third-Party Application or Third-Party Ad, we will not warn you that you have left Superb AI Properties and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites, Third-Party Applications, and Third-Party Ads are not under the control of Superb AI, and you agree that it is impossible for Superb AI to monitor such materials. Superb AI is not responsible for any Third-Party Websites, Third-Party Applications, or Third-Party Ads nor the links provided therein, and you access and use such materials at your own risk. Superb AI provides these Third-Party Websites, Third-Party Applications, and Third-Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, Third-Party Applications or Third-Party Ads, or their products or services. When you leave our Website, our Terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites, Third-Party Applications, or Third-Party Ads, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.
- 7.2. Third-Party Services. Superb AI Properties may use in provision of the Services, or make available on our Website, certain features, functions and services, including storage, applications, content, questionnaires, etc. (collectively, "Third Party Services"), that are provided or otherwise made available by third party service providers ("Third Party Providers"). You acknowledge and agree that (i) Your Content, including without limitation, your personal information, may be shared with such Third Party Providers, in accordance with our Privacy Policy, in connection with Superb AI providing the Services and (ii) the availability of such Third Party Services is solely determined by the relevant Third Party Providers. Superb AI will have no liability to you for any unavailability of any Third Party Services, or any Third Party Provider's decision to discontinue, suspend or terminate any Third Party Services. All right, title and interest in and to any Third Party Services are and shall remain the sole property of their respective Third Party Providers, and such Third Party Providers are intended third party beneficiaries of this Agreement for the limited purpose of enforcing their rights and interests with respect to their Third Party Services hereunder.

8. **Fees and Purchase Terms.**

- 8.1. Fees. Some of our Services are offered free of charge and others require payment to utilize. All fees for the Services ("**Fees**") are due and payable by you to Superb AI prior to you accessing or utilizing such Services, unless otherwise agreed in Supplemental Terms.

- 8.2. Payment for Services. If you are required to pre-pay for your Services, you may pay via wire or ACH transfer in accordance with the payment instructions provided to you by Superb AI. As a condition to registering for any of our Services for which we require payment, you must provide Superb AI with a valid credit card or PayPal account ("**Payment Method**"). By providing Superb AI with your Payment Method and associated payment information, you agree that Superb AI is authorized to automatically charge your Payment Method for all Fees and charges due and payable to Superb AI hereunder and no additional notice or consent is required. You agree to immediately notify Superb AI of any change in your billing address or the credit card or PayPal account used for payment hereunder. Superb AI reserves the right at any time to change its Fees and/or billing methods, either immediately upon posting on Superb AI Properties or by e-mail delivery to You, provided, however, that new Fees will only become effective upon the commencement of a new term.
- 8.3. Taxes. Superb AI's Fees are net of any applicable Sales Tax. If any Services, or payments for any Services, under the Terms are subject to Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Superb AI, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Superb AI for any liability or expense we may incur in connection with such Sales Taxes. Upon our request, you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "**Sales Tax**" shall mean any sales or use tax, and any other tax measured by sales proceeds, that Superb AI is permitted to pass to its customers, that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.
- 8.4. Disputes. You must notify us in writing within thirty (30) days after receiving your Payment Method statement, if you dispute any of our charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following email address: legal@superb-ai.com .
9. **Indemnification.** You agree to indemnify and hold Superb AI, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the "**Superb AI Parties**") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, Superb AI Properties; (c) your use of, or inability to use, (i) Third-Party Services, (ii) Third-Party Websites, and (iii) any data or information you receive from the Third-Party Services and Third-Party Websites; (d) your violation of the Terms; (e) your actual or alleged violation of any rights of another party, including intellectual property or other proprietary rights; or (f) your violation of any applicable laws, rules or regulations. Superb AI reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Superb AI in asserting any available defenses. This provision does not require you to indemnify any of the Superb AI Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the foregoing indemnity provisions set forth in this section will survive any termination of your Account, the Terms or your access to Superb AI Properties.
10. **Disclaimer of Warranties and Conditions.**
- 10.1. As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, EXCEPT AS IS EXPLICITLY SET FORTH HEREIN, SUPERB AI MAKES NO WARRANTIES OR PROMISES REGARDING THE SUPERB AI PROPERTIES OR ANY THIRD PARTY SERVICES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF SUPERB AI PROPERTIES IS AT YOUR SOLE RISK, AND SUPERB AI PROPERTIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. SUPERB AI PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE WEBSITE.

- (a) SUPERB AI PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) SUPERB AI PROPERTIES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF SUPERB AI PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF SUPERB AI PROPERTIES WILL BE ACCURATE OR RELIABLE.
- (b) ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH SUPERB AI PROPERTIES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS SUPERB AI PROPERTIES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.
- (c) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. SUPERB AI MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.
- (d) NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SUPERB AI, THE WEBSITE, OR FROM ANY THIRD PARTY THROUGH SUPERB AI PROPERTIES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN, NOR DOES SUPERB AI GUARANTEE OR WARRANT THAT ANY OF THE SUPERB AI PROPERTIES WILL PRODUCE ANY DESIRED OUTCOME OR ACHIEVE ANY INTENDED RESULT.
- (e) FROM TIME TO TIME, SUPERB AI MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT SUPERB AI'S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

10.2. No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT SUPERB AI PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD SUPERB AI PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS, ON THE SUPERB AI PROPERTIES, INCLUDING OPERATORS OF EXTERNAL SITES AND OPERATORS OF THIRD-PARTY SERVICES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

10.3. Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL SUPERB AI PARTIES BE LIABLE FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFITS, REVENUE OR DATA, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH SUPERB AI PROPERTIES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER OR NOT SUPERB AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SUPERB AI PROPERTIES, ON ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A SUPERB AI PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A SUPERB AI PARTY'S GROSS NEGLIGENCE OR INTENTIONAL CONDUCT; OR FOR (B) ANY INJURY CAUSED BY A SUPERB AI PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION; OR OTHER LIABILITIES THAT CAN NOT BE EXCLUDED IN CONTRACT.

- 10.4. Cap on Liability. UNDER NO CIRCUMSTANCES WILL SUPERB AI PARTIES BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (A) THE TOTAL AMOUNT PAID TO SUPERB AI BY YOU DURING THE PREVIOUS SIX-MONTH PERIOD, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY AND (B) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A SUPERB AI PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A SUPERB AI PARTY'S GROSS NEGLIGENCE OR INTENTIONAL CONDUCT; OR FOR (B) ANY INJURY CAUSED BY A SUPERB AI PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.
- 10.5. Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SUPERB AI AND YOU.

11. Remedies.

- 11.1. Violations of Terms. If Superb AI becomes aware of any possible violations by you of the Terms, Superb AI reserves the right to investigate such violations. If, as a result of the investigation, Superb AI believes that criminal activity has occurred, Superb AI reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Superb AI is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in Superb AI Properties, including Your Content, in Superb AI's possession in connection with your use of Superb AI Properties, to (1) comply with applicable laws, legal process or governmental request; (2) enforce the Terms, (3) respond to any claims that Your Content violates the rights of third parties, (4) respond to your requests for customer service, or (5) protect the rights, property or personal safety of Superb AI, its Users or the public, and all enforcement or other government officials, as Superb AI in its sole discretion believes to be necessary or appropriate.
- 11.2. Breach. In the event that Superb AI determines, in its sole discretion, that you have breached any portion of the Terms, or have otherwise demonstrated conduct inappropriate for Superb AI Properties, or as required by applicable law, Superb AI reserves the right to:
- (a) Warn you via phone, video conference, or e-mail (to any e-mail address you have provided to Superb AI) that you have violated the Terms;
 - (b) Delete any of Your Content provided by you or your agent(s) to Superb AI Properties;
 - (c) Terminate or suspend your Account and/or other registration(s) with any of Superb AI Properties, including any Services;
 - (d) Discontinue your subscription to any Services;
 - (e) Notify and/or send Content, including your Content, to and/or fully cooperate with the proper law enforcement authorities for further action; and/or
 - (f) Pursue any other action, which Superb AI deems to be appropriate.

12. Term and Termination.

- 12.1. Term. The Terms commence on the Effective Date and remain in full force and effect while you use Superb AI Properties, unless otherwise agreed in Supplemental Terms or terminated earlier in accordance with the Terms.
- 12.2. Prior Use. Notwithstanding the foregoing, if you used Superb AI Properties prior to the date you accepted the Terms, you hereby acknowledge and agree that the Terms commenced on the date you first used Superb AI Properties (whichever is earlier) and will remain in full force and effect while you use Superb AI Properties, unless earlier terminated in accordance with the Terms.
- 12.3. Termination of Services by You. If you want to terminate the Services provided by Superb AI, you may do so by (a) notifying Superb AI at any time and (b) closing your Account for all of the Services that you use. Your notice should be sent, in writing, to Superb AI's address set forth below. THE SERVICES WILL CONTINUE AT THE END OF EACH SUBSCRIPTION PERIOD UNLESS YOU CANCEL YOUR SUBSCRIPTION IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN THIS SECTION 12.3.
- 12.4. Effect of Termination. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of your Account includes termination of all Services and deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith. Superb AI will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

13. **International Users.** Superb AI Properties can be accessed from countries around the world and may contain references to Services that are not available in your country. These references do not imply that Superb AI intends to announce such Services in your country. Superb AI Properties are controlled and offered by Superb AI from its headquarters in the United States of America. Superb AI makes no representations that Superb AI Properties are appropriate or available for use in other locations. Those who access or use Superb AI Properties from other countries do so at their own volition and are responsible for compliance with local law.

- 13.2. Export / Trade Compliance. The Services may be subject to export control and economic sanctions laws and regulations of the United States and other jurisdictions. You shall not permit any entity or individual to access or use any of the Services who is listed on the United States Government Consolidated Screening denied-party list or located in a United States-embargoed country, or otherwise in violation of any United States export law or regulation.

14. **Dispute Resolution.** Please read the following arbitration agreement in this Section 14 ("Arbitration Agreement") carefully. It requires you to arbitrate disputes with Superb AI and limits the manner in which you can seek relief from us.

- 14.1. Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to your access or use of the Website, to any products sold or distributed through the Website, or to any aspect of your relationship with Superb AI, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or Superb AI may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement or any prior version of this Agreement.**

IF YOU AGREE TO ARBITRATION WITH SUPERB AI, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST SUPERB AI ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST SUPERB AI IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.

- 14.2. Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent GKL Registered Agents of DE, Inc. with a copy to us at legal@superb-ai.com. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Superb AI will pay them for you. In addition, Superb AI will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous.

Likewise, Superb AI will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

- 14.3. Authority of Arbitrator. The arbitrator, and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Superb AI. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.
- 14.4. Waiver of Jury Trial. YOU AND SUPERB AI HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and SUPERB AI are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 14.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

- 14.5. Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. In the event that this subparagraph is deemed invalid or unenforceable neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court as set forth in Section 15.6.
- 14.6. 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the address for Superb AI headquarters set forth on the Website with a copy to legal@superb-ai.com within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Superb AI username (if any), the email address you used to set up your Superb AI account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
- 14.7. Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
- 14.8. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Superb AI.
- 14.9. Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Superb AI makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice to Superb AI.
- 15. General Provisions.**
- 15.1. Electronic Communications. The communications between you and Superb AI use electronic means, whether you visit Superb AI Properties or send Superb AI e-mails, or whether Superb AI posts notices on Superb AI Properties or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from Superb AI in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that SUPERB AI provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.
- 15.2. Assignment. The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Superb AI's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.
- 15.3. Force Majeure. Superb AI shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.
- 15.4. Marketing Support. You agree to comply with reasonable requests of Superb AI to support public relations efforts pertaining to the Services. You grant Superb AI a non-exclusive, non-transferable, limited right to use your name, trademarks, and logos (i) for the purpose of referencing you as a customer of Superb AI on the Websites or in public presentations, and (ii) in the production of marketing materials, provided that such use is in accordance with any trademark and logo use guidelines that you provide to Superb AI.

- 15.5. Equitable Relief. You acknowledge and agree that a breach or threatened breach of certain of these Terms, including without limitation, those contained in Sections 4 and 5, may cause Superb AI irreparable harm for which monetary damages would not be an adequate remedy, and you agree that, in the event of such breach or threatened breach, Superb AI will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.
- 15.6. Exclusive Venue. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Superb AI agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in the State of California.
- 15.7. Governing Law. THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF CALIFORNIA, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THESE TERMS.
- 15.8. Notice. Where Superb AI requires that you provide an e-mail address, you are responsible for providing Superb AI with your most current e-mail address. In the event that the last e-mail address you provided to Superb AI is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, Superb AI's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Superb AI at the address for Superb AI headquarters set forth on the Website with a copy to legal@superb-ai.com. Such notice shall be deemed given when received by Superb AI by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.
- 15.9. Waiver. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 15.10. Severability. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.
- 15.11. Questions, Claims, and Consumer Complaints. If you have any questions, complaints or claims with respect to Superb AI Properties, please contact us at legal@superb-ai.com We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.
- 15.12. Entire Agreement. The Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

End of Terms