

# **Corama, Inc.**

## **Website Terms of Use**

Effective Date: 11/01/2024

These are the Terms of Use (the “**Terms**”) for Corama, Inc. (“**Corama**”). These Terms apply you visit any websites owned and operated by Corama, including our website at corama.ai (the “**Website**”), use our artificial intelligence software, interact with us on or offline, attend our events, or use any and all of our products and services (collectively, our “**Services**”).

By using our Services, you acknowledge you have read our Privacy Notice, and agree to our Terms of Use.

### **I. Eligibility Requirements**

By accepting these Terms through your use of our Services, you certify that you are at least 18 years of age or are at least 13 years of age and using the Services with the permission and supervision from a parent or guardian.

### **II. Representations & Warranties to Corama**

By using our Services, you represent, warrant, and agree:

1. You meet all age and eligibility requirements expressed in these Terms;
2. You are solely responsible for the accuracy, legality, and appropriateness of your use of the Services, including all data, files, and communications entered into the Services, as well as the use of downloadable assets generated from the Services; and
3. You will only use our Services for lawful purposes.

### **III. Prohibited Uses**

You agree not to use our Services:

1. In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
2. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personal information, or otherwise;

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3. To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation;
4. To violate the intellectual property rights of others, including copyright, patent, or trademark rights;
5. To impersonate or attempt to impersonate Corama, a Corama employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing); or
6. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm the Corama or users of the Services, or expose them to liability.

Additionally, you agree not to:

1. Use the Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services;
2. Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services;
3. Use any device, software, or routine that interferes with the proper working of the Services;
4. Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
5. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, or any server, computer, or database connected to the Services or attack the Services in any way; or
6. Otherwise attempt to interfere with the proper working of the Services.

#### **IV. Registering for an Account**

In order to use or access certain Services or features of the Services, you may be asked to register for a user account (an “**Account**”) and become a registered user of the Services (a “**Registered User**”). By becoming a Registered User, you agree to:

1. Provide accurate, current, and complete information about the Registered User during the registration process;
2. Maintain and promptly update such information to keep it accurate, current, and complete;
3. Maintain the security of your password and login information, and that you will not disclose your password or login information to any third party;

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4. Accept full responsibility for all use of any Account you register, and for any actions that arise from or take place using your Account, whether or not you have authorized such actions or use; and
5. Immediately notify Corama of any unauthorized use of your Account.

**V. Termination of Access**

Failure to abide by the above section constitutes a breach of these Terms, which may result in immediate termination of your Account or other access to the Services.

Corama maintains the right to suspend or disable your access to the Services and any Account you may have created, or terminate these Terms, at our sole discretion and without prior notice to you if you breach the Terms, or if Corama otherwise determines such action is warranted. Corama reserves the right to revoke your access to and use of the Services at any time, with or without cause.

**VI. Services and Availability**

We reserve the right to withdraw or amend our Services at our sole discretion without notice. We will not be liable if, for any reason all, or any part of the Services are unavailable, at any time or for any period. From time to time, we may restrict user access to some parts of the entirety of our Services.

You are responsible for both:

1. Making all arrangements necessary for you to have access to the Services; and
2. Ensuring that all persons who access the Services through your internet connection are aware of these Terms of Use and comply with them.

Corama reserves the right to investigate and take appropriate legal action against anyone who violates these Terms.

**VII. Subscriptions & Payment**

**PLEASE READ THESE TERMS CAREFULLY AND IN FULL. THEY CONTAIN CERTAIN CONDITIONS AND RESTRICTIONS ON THE AVAILABILITY AND USE OF PAID SUBSCRIPTIONS. CERTAIN PAID SUBSCRIPTIONS CONTINUE INDEFINITELY AND YOU WILL CONTINUE TO BE CHARGED THE RECURRING SUBSCRIPTION FEE AS ADVERTISED, AND AS AMENDED FROM TIME-TO-TIME, UNTIL YOU CANCEL YOUR ACCOUNT.**

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Corama provides exclusive content, information, and services through its paid subscription service (the “**Subscription**”). By creating an Account and purchasing a Subscription you represent, warrant, and agree that you have the authority to purchase products on behalf of you or the entity you represent.

**Subscription Durations.** Subscriptions are either set for a monthly or annual term. Upon signing up for a Subscription, fees will be pro-rated until the following month or year. All billing dates occur on the first of the month.

**Billing Information and Payment.** You authorize us to continue to charge your payment method for the price of your Subscription, plus any applicable taxes, unless and until you cancel. All billing information provided must be truthful and accurate. Providing any untruthful or inaccurate information constitutes a breach of these Terms and may result in cancellation of your Subscription and status as a Registered User.

**Payment Failures.** If charges for which you are responsible for fail at the time payment is due, we may continue to attempt to charge your payment method until such time as your payment method can successfully be charged and you will remain responsible for the payment of any such charges. You may be responsible for the costs associated with our efforts to collect amounts due to the extent permitted by applicable laws.

**Subscription Price Changes.** We reserve the right to make changes to your Subscription price, frequency, or date of charge. If the cost of your Subscription increases, you will be provided with written notice prior to the billing period in which the change will become effective and you must opt into the price increase in order to continue to have access to your Subscription following the end of your current billing period.

**Auto-renewal Cancellation.** To avoid the automatic renewal of your Subscription, you must cancel your subscription at least twenty-four (24) hours prior to the end of your current billing cycle. If you cancel less than 24 hours before the end of your current billing cycle, your subscription will continue as scheduled and your cancellation will take effect at the end of the next billing cycle.

If you cancel your Subscription prior to the end of your Subscription, you will be entitled to continue to access your Subscription through to the end of your current Subscription period. At the end of your subscription period, you will immediately lose all access to any content or features provided through your Subscription.

**If you choose to discontinue your Subscription for any reason before the expiration of the monthly or annual Subscription period which you have paid, you may cancel your Subscription and opt out of auto-renewal by:**

- **emailing us at [adrian@corama.ai](mailto:adrian@corama.ai)**
- **mailing us at 222 W. Merchandise Mart Plaza, Suite 1212, c/o 1871 Chicago, IL 60654**

**Termination By Corama.** Corama reserves the right to refuse or cancel any Subscription for any reason, including for violation of these Terms.

**No Refunds.** All purchases made are non-refundable.

**Promotions and Trials.** We may offer special promotional pricing and trials for our Subscriptions (each, a “**Promotional Subscription**”) which may be subject to additional terms from these Terms. Any additional terms will be disclosed to you at or prior to your Promotional Subscription sign-up. At the end of your Promotional Subscription term, your subscription will automatically renew at the price and for the duration disclosed to you at the sign-up of your Promotional Subscription.

**Third Party Promotions & Offerings.** From time to time, we may also offer special promotional plans, content or memberships, including offerings of third party products or services in conjunction with or through our Services. We are not responsible for the products or services provided by such third parties.

**Modification to Subscription Content.** We reserve the right to modify the features and content we provide as part of our Paid Subscriptions from time to time and for any reason.

## **VIII. Reliance on Information Posted**

The information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

Our Services may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting Services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Corama, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Corama. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

## **IX. Termination of Access**

Corama maintains the right to suspend or disable your access to the Services and any Account you may have created, or terminate these Terms, at our sole discretion and without prior notice to you if you breach the Terms, or if Corama otherwise determines such action is warranted.

Corama reserves the right to revoke your access to and use of the Services at any time, with or without cause.

## **X. Updates**

Corama may from time to time in its sole discretion develop and provide updates to the Services, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Corama has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.

You shall promptly download and install all Updates and acknowledge and agree that the Services or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Services and be subject to these Terms.

## **XI. Intellectual Property**

**Service Content, Software and Trademarks.** You acknowledge and agree that our Services may contain content or features ("**Service Content**") that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by Corama, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on our Services or Service Content, in whole or in part, except that the foregoing does not apply to any of your own feedback that you legally upload to our Services.

The Corama name and logos are trademarks and Service marks of Corama (collectively the "**Corama Trademarks**"). Other Corama, product, and Service names and logos used and displayed via our Website may be trademarks or Service marks of their respective owners, who may or may not endorse or be affiliated with or connected to Corama. Nothing in these Terms or in our Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Corama Trademarks displayed through our Services, without our prior written permission in each instance. All goodwill generated from the use of Corama Trademarks will inure to our exclusive benefit.

**Feedback Transmitted Through Our Services.** You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, and other information unrelated to information you provide ("**Feedback**"), provided by you to Corama is non-confidential, and Corama will be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Corama may preserve content, and may also disclose Feedback or content if required to do so by law, or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Corama, its users and the public. You understand that the technical processing and transmission of our Services, including your content, may involve: (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

## **XII. AI Software Terms**

**Content Ownership.** You are responsible for all content and personal information you upload to the Corama artificial intelligence software (“**Input**”) including ensuring that it does not violate any applicable laws or these Terms. You represent, warrant, and agree that you have all necessary rights and permissions to provide the Input to the Services.

**License to Corama.** By entering Input into the Corama artificial intelligence software, you grant to Corama a perpetual, worldwide, non-exclusive, sublicensable no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute the Input. This license survives termination of these Terms by any party, for any reason.

**License to Corama Output.** Subject to these Terms, upon creation of your Account (as defined below) and purchase of a Subscription we grant you an exclusive, non-transferrable, right and limited license to access and use the Services during your Subscription (as defined below) term, including the product created from the Corama artificial intelligence software (“**Output**”). You acknowledge and agree that the Services and Output are provided under license, and not sold, to you. You do not acquire any ownership interest in the Services and Output under these Terms, or any other rights thereto other than to use the Services in accordance with the license granted, and subject to all terms, conditions, and restrictions, under these Terms.

**Similarity of Content.** Due to the nature of our Services and artificial intelligence generally, Output may not be unique and other users may receive similar output from our Services.

**Corama Use of Content.** We may use Content to provide, maintain, develop, and improve our Services, comply with applicable law, train our artificial intelligence software, enforce our terms and policies, and keep our Services safe.

**Responsible Use.** When you use our Services you represent, warrant, and agree that you will not rely on Output as a sole source of factual information. You must evaluate Output for accuracy and appropriateness for your use case.

### **XIII. Linking to the Services**

You may link to our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express consent.

### **XIV. Third-Party Services**

Our Services may provide links or other access to other third party sites and resources on the internet. Corama has no control over such sites and resources and Corama is not responsible for and does not endorse such sites and resources.

### **XV. Communications**

As part of your use of our Services, you consent to receive electronic notifications from Corama. You may opt-out of receiving certain notifications from Corama by completing the opt-out process provided in each email message. By opting-out, you understand that we may not be able to communicate certain information to you. Please note we may still contact you regarding certain transactional announcements or notifications even if you have opted-out from other messages.

### **XVI. Third-Party Advertising & Marketing**

Corama may employ third-party advertising and marketing to deliver ads, information, and other promotions to you, both through our Services and other mechanisms. By agreeing to our Terms, you agree to receive such advertising and marketing from Corama and our partners. If you do not wish to receive such advertising, you may opt out with the instructions provided within the communication. Corama may compile and release information regarding you and your use of our Services on an anonymous basis as part of a customer profile or similar report or analysis. It is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through our Services.

### **XVII. Indemnity and Release**



You agree to release, indemnify, and hold harmless Corama, its affiliates, and its and their respective officers, employees, directors, members, and agents from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of, or relating to, your use of Services and interactions with us, your violation of these Terms, or your violation of any rights of another.

**XVIII. Disclaimer of Warranties Related to our Services**

YOUR USE OF OUR SERVICES AND YOUR INTERACTIONS WITH US IS AT YOUR SOLE RISK. OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CORAMA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

CORAMA MAKES NO WARRANTY THAT: (I) OUR SERVICES OR OTHER INTERACTIONS WILL MEET YOUR REQUIREMENTS, (II) OUR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURELY, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SERVICES WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES WILL MEET YOUR EXPECTATIONS.

**XIX. Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CORAMA WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CORAMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE, OR THE INABILITY TO USE, OUR SERVICES OR ANY CONTENT; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTENT, TRANSMISSIONS, OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SERVICES; OR (V) ANY OTHER MATTER RELATING TO OUR SERVICES OR CONTENT. IN NO EVENT WILL CORAMA 'S TOTAL LIABILITY TO YOU FOR ALL

DAMAGES, LOSSES OR CAUSES OF ACTION, EXCEED THE AMOUNT YOU HAVE PAID CORAMA IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED U.S. DOLLARS (US \$100). 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 SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR SERVICES OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SERVICES.

## **XX. General**

**Modification.** We may modify these Terms at any time. We will post the changes on our Website or platform with the effective date, and notify you of any material changes. Your continued use of our Services or continued interactions with us after the date of any such changes become effective constitutes your acceptance of these Terms.

**Governing Law.** Terms will be governed by the laws of Delaware without regard to conflict of law provisions. With respect to any disputes not subject to the dispute resolution procedures set forth above, you and Corama agree to submit to the personal and exclusive jurisdiction of the local courts located in Kent County, Delaware and the federal courts located in the United States District Court for the District of Delaware. Corama may assign or transfer these Terms, in whole or in part, without restriction.

**No Waiver.** The failure of Corama to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

**Severability.** In case any provision of these Terms is found by a court of competent jurisdiction to be invalid, the validity, legality, and enforceability of the remaining provisions will not be affected and remain in full effect. The parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision.

**Claim Limitations.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of the use of the Website or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **XXI. Contact Us**

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