

TERMS OF SERVICE

THESE TERMS OF SERVICE BETWEEN YOU (“**YOU**”) AND UNDERLINE.AI. LTD. AND ITS AFFILIATES (THE “**COMPANY**”, “**WE**” OR “**US**”) (THE “**TERMS**”) CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND THE COMPANY AND GOVERN YOUR ACCESS AND USE OF THE SERVICES.

BY CHOOSING “I ACCEPT”, YOU ARE ACCEPTING AND AGREEING TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT, WHICH ACCEPTANCE DATE SHALL BE DEEMED THE EFFECTIVE DATE OF THIS AGREEMENT.

In case you represent your employer or another entity, you hereby represent that (i) you have full legal authority to bind your employer or such entity (as applicable) to these Terms; and (ii) after reading and understanding these Terms, you agree to these Terms on behalf of your employer or the respective entity (as applicable), and these Terms shall bind your employer or such entity (as the case may be).

1. **Our Services**

1.1. **Services.** The Undeline.AI proprietary services allows you to create bespoke content, using AI content generation tools for use in your business development, marketing and promotional materials, tailoring the content to your branding tone and unique marketing “voice” (collectively, the “**Services**” as further defined below).

1.2. **Modification or Discontinuation of the Services.** We may add, enhance, upgrade, modify or discontinue any functionality, feature or tool available through the Services in our discretion without further notice. If we make any material adverse change in the core functionality of the Services, then we will notify you by posting an announcement on the Underline.AI website, via your email address as provided under your Account or via the Services.

1.3. **Technical Support and Uptime.** Subject to payment of applicable fees, we will maintain and support the Services in accordance with our standard Service Level Agreement, as amended from time to time and made available to you upon request (the “**SLA**”). Please note that different service levels may be applied by with respect to various packages available as part of the Services, as may be updated by us from time to time.

2. **Account Registration and Administration**

2.1. **Creating an Account.** To register for the Services, you have to create an account with the Service (“**Account**”). The first user of the Account is automatically assigned as the Account administrator (the “**Admin**”). By creating an Account, you agree to (i) provide accurate and complete Account and login information; (ii) keep and ensure that Authorized Users (as defined below) keep, all Account login details and passwords secure at all times; (iii) remain solely responsible for the activity that occurs in your Account including with respect of your Authorized Users; and (iv) promptly notify us of any unauthorized access or use of the Account or the Service. You will be solely responsible and liable for any losses, damages, liability and expenses incurred by us or a third party, due to any unauthorized usage of the Account by either you or any other Authorized User or third party on your behalf.

2.2. **Authorized Users.** You may grant access under your Account to your employees whose duties require such access or your consultants and subcontractors (excluding any competitors of the Company) only where such use is required as part of their performance of the services for you (“**Authorized Users**”). You are solely liable and responsible for managing the settings, privileges and controls for the Service under your Account, including the right to invite other Authorized Users, changes to your subscription package, the right to incur charges on the Account, the provision of Customer Content (as defined below), etc.

3. **Creating Content**

3.1. **Posting Content.** Our Services allow you to provide any data, text, images, reports, personal information, or any other content, and submit queries and prompts (collectively, “**Customer Content**”). Customer Content may be uploaded or submitted, transmitted or otherwise made available, to or through the Service by you or any Authorized User and is processed by us on your behalf.

3.2. **Permission to Use Customer Content.** You retain all right, title, interest and control, in and to the Content, in the form submitted to the Service. Subject to these Terms, you hereby grant us a worldwide, royalty-free, limited license to access, use, process, copy, distribute, perform, export, and display the Customer Content for purpose of providing the Services to you and improving our services, and solely to the extent that reformatting Customer Content for display in the Service or Output Content (as defined below) constitutes a modification or derivative work, the foregoing license also includes the right to make modifications and derivative works.

3.3. **Responsibility for Customer Content.** You represent and warrant that: (i) you have or have obtained all rights, licenses, consents, permissions, power and/or authority, necessary to grant the rights granted herein, for any Customer Content that you submit, post or display on or through the Service, including any consents relating to collection of personally identifiable data from natural persons; (ii) the Customer Content is in compliance with, and subject to, our

[Acceptable Use Policy](#); and (iii) the Customer Content you submit, your use of such Customer Content, and our use of such Customer Content, as set forth in these Terms, do not and shall not (a) infringe or violate any intellectual property, proprietary, privacy, data protection or publicity rights of any third party; (b) violate any applicable laws, regulations and conventions; (c) violate any of your or third party's policies and terms governing the Customer Content; and (d) we may exercise the rights to your Customer Content granted herein without liability for payment of any fees, payments or royalties payable. Other than our security and data protection obligations expressly set forth in Section 5, we assume no responsibility or liability for Customer Content, and you shall be solely responsible for Customer Content and the consequences of using, disclosing, storing, or transmitting it. It is hereby clarified that the Company does not monitor or moderate Customer Content and there shall be no claim against it of not acting so.

3.4. **Generated Content.** The Services enable you to create output materials which are based on your Customer Content as well as other generally available content made available to you through third party generative and conversational AI engines Open.ai or Bard) ("**AI Service Providers**") (collectively, "**Generated Content**" and together with Customer Content, the "**Content**"). Generated Content is provided to you in a manner consistent with the mission and terms of any AI Service Providers. For more on the use of Third Party Services, please see below Section 6. You retain all right, title, interest and control, in and to the Generated Content, in the form submitted to the Service. You hereby grant us with a world-wide, non-exclusive, royalty free, sublicensable right and license to host, reproduce, distribute, communicate, publish, publicly perform or publicly display, modify and create derivative works and use Content for the purpose of operating and improving our services.

4. **Intellectual Property Rights in and to the Services and Platform**

4.1. **Access to the Services.** Subject to the terms and conditions of these Terms (including payment in full of applicable fees and strict compliance with the Acceptable Use Policy), we hereby grant you a limited, non-transferable, non-assignable, non-exclusive, non-sublicensable license to access and use the Services during the applicable subscription term, solely for internal business purposes, all in accordance with the specifications of your applicable subscription package.

4.2. **Restrictions on Use.** Except as expressly permitted in these Terms, you may not, and shall not allow an Authorized User or any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, resell, display, transmit, broadcast, transfer or distribute any portion of the Service to any third party, including, but not limited to your affiliates, or use the Service in any service bureau arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service; (iii) reverse engineer, decompile or disassemble, decrypt or, attempt to derive the source code of, the Service, or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the Service, or any part thereof; (v) take any action that imposes or may impose (at our sole discretion) an unreasonable or disproportionately large load on our infrastructure or infrastructure which supports the Service; (vi) interfere or attempt to interfere with the integrity or proper working of the Service, or any related activities; (vii) remove, deface, obscure, or alter the Company's or any third party's identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Service, or use or display logos of the Service without our prior written approval; (viii) use the Service for competitive purposes, including to develop or enhance a competing service or product; or (ix) encourage or assist any third party (including other Authorized Users) to do any of the foregoing.

4.3. **Company IP.** All right, title and interest in and to the Services, including without limitation any underlying data, software, design, UI, information, texts, files, "look and feel", features, any new version releases, enhancements, modifications, improvements, derivative works thereof and Feedback, and all Intellectual Property Rights therein, are and shall remain solely owned by the Company or their respective licensors ("**Company IPR**"). For the purpose of this Section, "**Intellectual Property Rights**" shall mean any (i) patents and patent applications throughout the world, including all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and re-examinations of any of the foregoing, all whether or not registered or capable of being registered; (ii) common law and statutory trade secrets and all other confidential or proprietary or useful information that has independent value, and all know-how, in each case whether or not reduced to a writing or other tangible form; (iii) all copyrights, whether arising under statutory or common law, whether registered or not; (iv) all trademarks, trade names, corporate names, company names, trade styles, service marks, certification marks, collective marks, logos, and other source of business identifiers, whether registered or not; (v) moral rights in those jurisdictions where such rights are recognized; (vi) any rights in source code, object code, mask works, databases, algorithms, formulae and processes; and/or (vii) all other intellectual property and proprietary rights, and all rights corresponding to the foregoing throughout the world.

4.4. **Feedback.** You may provide us with feedback regarding the Services, including without limitation suggestions, ideas, bug notes and user experience testimonies (collectively, "**Feedback**"). We may freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based

on intellectual property rights or otherwise and you hereby assign all right, title and interest in and to all Feedback to the Company upon creation thereof.

4.5. DMCA Policy. We respect copyright and it is our policy to terminate in appropriate circumstances account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see our DMCA Policy <https://underline.ai/dmca-policy> for further information.

5. Privacy

5.1. Privacy Policy. The Company's privacy practices are governed by our privacy policy, the most updated copy of which can be found at <https://underline.ai/privacy-policy> ("**Privacy Policy**"). The Company shall collect personal data in accordance with the Privacy Policy in order to provide the Services. Analytics information shall not be deemed as confidential or proprietary information of yours.

5.2. Anonymous Information. Usage Data includes aggregate, analytical or statistical data which is derived, created or learned from the use of the Services ("**Anonymous Information**"). Notwithstanding anything to the contrary in these Terms, we may collect and use Anonymous Information to develop, improve, support, and operate our products and services, only to the extent such Anonymous Information has been aggregated and anonymized such that you, your Authorized Users or your end users cannot be identified. We own all Anonymous Information collected or obtained by us.

6. Third Party Services

6.1. Third Party Services. The Services include third party software services, products, apps and tools that are subject to open-source licenses, pass through commercial licenses or are offered via our API integrations (such as for example the AI Service Providers which is used as part of the Services) ("**Third Party Services**").

6.2. Independent Relationship. You acknowledge and agree that regardless of the manner in which such Third Party Services may be offered to you, we merely act as an intermediary platform between you and such Third Party Services, and we do not, in any way, endorse any such Third Party Services, or shall be in any way responsible or liable with respect to any such Third Party Services. Your relationship with such Third Party Services are subject to a separate contractual arrangement between you and the provider of a Third Party Service (the "**Third Party Agreement**"). We are not a party to, or responsible, in any manner, for the compliance by you or by the provider of the Third Party Service with the Third Party Agreement.

6.3. Integration with Third Party Services and Your Customer Content. The Services enable and include an integration of your Account, including, Customer Content within your Account (or a portion thereof), with Third Party Services (including AI-based services), which will allow an exchange, transmission, modification and creation of derivative works, including without limitation, with respect of the Customer Content and Generated Content. You hereby acknowledge that any access, collection, transmission, processing, storage or any other use of data, including the Customer Content, by a Third Party Service, is governed by the Third Party Agreement, including any applicable privacy policy, and we are not responsible for such activities performed by the Third Party Service or for such Third Party Service, including with respect of any privacy and security actions, inactions or general practices.

6.4. Use Conditions and Limitations. Both the Company and a Third Party Service may impose, each at its sole discretion, additional conditions or limitations on your access and use of certain Third Party Services, including without limitation, imposing a limited quota on the number of actions or other uses (as the case may be). Such additional conditions or limitations shall be indicated wherever relevant within the Service or the Third Party Service or otherwise notified to you or to any other relevant User of the Account.

6.5. Limitation of Liability. WE BEAR NO RESPONSIBILITY AND/OR LIABILITY FOR ANY THIRD PARTY SERVICES, INCLUDING WITHOUT LIMITATION, SUCH THIRD PARTY SERVICE'S OPERABILITY OR INTEROPERABILITY WITH OUR SERVICE, SECURITY, ACCURACY, LIABILITY, USE OF CUSTOMER CONTENT, DATA PROTECTION AND PROCESSING PRACTICES AND THE QUALITY OF ITS OFFERINGS, AS WELL AS ANY ACTS OR OMISSIONS BY THIRD PARTIES. BY ACCESSING AND/OR USING THE THIRD PARTY SERVICES, YOU ACKNOWLEDGE THAT YOUR ACCESS AND USE OF THE THIRD PARTY SERVICES ARE AT YOUR SOLE DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ENSURING SUCH THIRD PARTY SERVICE'S OPERATION AND PRACTICES AND ITS RESPECTIVE THIRD PARTY AGREEMENT, MEET YOUR NEEDS.

7. Subscription and Payment of Fees

7.1. Usage Limits. All subscriptions are subject to the applicable usage limits, as detailed in the subscription plan under your subscription package. If you exceed any of your usage limits, we will be entitled to either seek to reduce your usage to conform to the agreed upon limit or automatically charge for the exceeding usage which amounts shall

be charged to any subsequent invoice issued to you. If you wish to add Authorized Users or increase the scope of use in your subscription plan, you may make the applicable changes to your subscription package in your Account which will become applicable for the remainder of your subscription period.

7.2. **Fees.** In consideration of the provision of the Services, you will pay the Company the service and support fees as set forth in our then in-effect price list (found on the Company website) (the “Fee”). All fees are non-refundable. Fees are charged through a payment processing service (e.g. Stripe). Please note that separate terms and conditions of third-party payment processors may apply to the payment of any applicable Fees. We reserve the right to change the Fees at any time, upon notice to you if such change may affect your existing subscriptions upon renewal.

7.3. **Billing.** Unless specified otherwise, (a) you will be invoiced for the Fees upon execution of these Terms, in accordance with the billing cycle of your subscription term, and upon the renewal of any subscription term and (b) payment is due in advance and payable upon receipt of invoice (including with respect of any renewal), and (c) all amounts payable hereunder shall be paid in United States Dollars. All amounts not paid within fifteen (15) days of the due date shall bear interest at the rate of one percent (1.5%) per month and in any case no more than 10% in the aggregate, or at the highest rate allowed by law, whichever is less, from the date due.

7.4. **Taxes.** Fees are exclusive of all taxes of any nature. You will responsible to pay all applicable taxes, including all sales, use, value added, withholding or other taxes and fees, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by these Terms, except for taxes based on the Company’s net income (“Taxes”). If you are located in a jurisdiction which requires you to deduct or withhold Taxes or other amounts from any amounts due to us, please notify us, in writing, promptly and we shall join efforts to avoid any such Tax withholding, provided, however, that in any case, you will bear the sole responsibility and liability to pay such Tax and such Tax should be deemed as being added on top of the Fees.

8. **Trial Services**

8.1. **Trial Services.** We may offer, from time to time, part or all of our Services on a free, no-obligation trial version (“**Trial Service**”). We reserve the right to modify, cancel and/or limit this Trial Service at any time and without liability to you. We will use reasonable efforts to provide you an opportunity to export your Customer Content and Generated Content upon termination of your Account or access to the Trial Services, however you are solely responsible for ensuring proper backup and data retention and we will not be responsible for any loss of information.

8.2. **Governing Terms of Trial Service.** The Trial Service and Pre-Released Services are governed by these Terms, provided that notwithstanding anything in these Terms or elsewhere to the contrary, in respect of Trial Service (i) such services are licensed hereunder on as “As-Is”, “With All Faults” “As Available” basis, with no warranties, express or implied, of any kind; (ii) the indemnity undertaking by us set forth in Section 13 herein shall not apply; and (iii) IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS AFFILIATES OR ITS THIRD PARTY SERVICE PROVIDERS, UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS (INCLUDING THE SERVICE AND THE THIRD PARTY SERVICES), EXCEED US\$100. We make no promises that any Trial Service will be made available to you and/or generally available.

9. **Term and Termination**

9.1. **Term.** These Terms shall commence on the Effective Date and will continue for the duration of the Services underlying the Account, unless terminated in accordance with these Terms.

9.2. **Auto-Renewal.** Your subscription includes an automatic renewal option by default, according to which, unless you disable the auto-renewal option or cancels your subscription prior to its expiration, the subscription will automatically renew upon the end of the then applicable subscription period. The subscription term for the Services (excluding the Trial Services) shall be automatically renewed for additional terms equivalent to the previous subscription period (unless otherwise a different extended term is agreed upon by the parties in writing) (each, a “**Renewal Term**”). Accordingly, unless either you or us cancels the subscription prior to its expiration, we will attempt to automatically charge the applicable Fees upon or immediately prior to the expiration of the then applicable subscription term. If you wish to avoid auto-renewal, you may cancel your subscription (or disable the auto-renewal option), prior to its expiration, at any time through the Account settings or by contacting us. Except as expressly set forth in these Terms, in case cancellation of any auto-renewal, you will not be refunded for any unused period within the subscription term.

9.3. **Termination.** A party may terminate these Terms and the Services: (i) upon the other party's material breach that is not cured within thirty (30) days after receiving written notice of such breach, except for any breach which shall be deemed incurable in which event the notice period shall be waived; or (ii) upon providing written notice in the event that one or more of the following events occur(s): (a) appointment of a trustee or receiver for all or any part of the assets of the other party; (b) insolvency or bankruptcy of the other party; (c) a general assignment by the other party for the benefit of creditor(s); or (d) dissolution or liquidation of the other party.

9.4. **Effect of Termination.** Upon termination of these Terms and the Services, (i) all licenses granted under these Terms shall expire, and you will cease providing the Services; (ii) each party shall return any copies of Confidential Information to the Discloser; (ii) you will have thirty (30) days following termination the Services to export any of your Customer Content and Generated Content, as made available to you in such form generally made available to Company's customers, and following such period we shall be entitled to delete any such content at our sole discretion and in compliance with our Privacy Policy; and (iii) any outstanding Fees shall become immediately due and payable on the date of termination of the Terms. Those provisions of these Terms which by their nature should survive the expiration or termination of these Terms shall so survive its expiration or termination, including without limitation, Sections 26, 7.3, 9.4, 10-14.

9.5. **Suspension.** The Company reserves the right at any time, in its sole discretion, to change, limit or suspend your access to your Account without prior notice, as may be necessary due to any breach of these Terms or the Acceptable Use Policy, a change to our business (i.e. eliminating the Services), any perceived risk to the Services or other users of the Services, or other lawful reason. We may also suspend your access to your Account upon any default in payment, or if payment obligations are likely to become overdue.

10. **Confidentiality**

10.1. Each party ("**Recipient**") may have access to certain non-public and/or proprietary information of the other party ("**Discloser**"), in any form or media, including (without limitation) confidential trade secrets and other information related to the products, software, technology, data, know-how, or business of the other party, whether written or oral, and to any other information that a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive ("**Confidential Information**"). Notwithstanding anything to the contrary, Company IPR is deemed as Company Confidential Information. Neither party shall have an obligation under these Terms to maintain in confidence any information that it can demonstrate that (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of Recipient; (ii) Recipient can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the Discloser; (iii) Recipient rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of these Terms; (iv) Recipient can demonstrate in its records to have independently developed, without breach of these Terms and/or any use of the Discloser's Confidential Information. In addition, Confidential Information may be disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the Recipient shall provide prompt notice of such court order or requirement to the Discloser to enable the Discloser to seek a protective order or otherwise prevent or restrict such disclosure. Each party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the Discloser's Confidential Information from disclosure to a third party. Neither party shall use or disclose the Confidential Information of the Discloser except as expressly permitted under these Terms. All right, title and interest in and to Discloser's Confidential Information are and shall remain the sole and exclusive property of the Discloser.

11. **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED HEREIN, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED WITHOUT ANY OTHER WARRANTY. THE COMPANY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INTERFERENCE, SECURITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE ENTIRE RISK ARISING OUT OF THE USE OF THE SERVICES REMAINS WITH YOU. THE COMPANY DOES NOT WARRANT THAT THE ACCESS TO AND USE OF SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ERRORS ARE REPRODUCIBLE OR THAT ERRORS ARE REPAIRABLE AND DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES INCLUDING WITHOUT LIMITATION IN TERMS OF THEIR CORRECTNESS, USEFULNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE COMPANY WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS, HOSTING PROVIDERS OR OTHER THIRD-PARTY INFRASTRUCTURE PROVIDERS. IN ADDITION, WE ARE NOT LIABLE FOR ANY LOSS OF DATA OR MAKE ANY OBLIGATIONS WITH RESPECT OF THE CONTENT PROVIDED TO YOU THROUGH THE SERVICES.

12. **Limitation of Liability.**

12.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY OR ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, WORK

STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE, MALFUNCTION, FIRE, ELECTRICAL FAILURE OR SHORT CIRCUIT), OR LOSS OF PROFITS OR DATA OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF THESE TERMS, EVEN IF THE COMPANY OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND EXCEPT FOR FRAUD, WILLFUL MISCONDUCT, INDEMNITY, YOUR PAYMENT OBLIGATIONS AND BREACH OF THE ACCEPTABLE USE POLICY, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE COMPANY AND/OR ITS LICENSORS, ARISING OUT OF OR RELATING TO THESE TERMS EXCEED THE AMOUNT PAID TO THE COMPANY HEREUNDER DURING THE 12 MONTHS PRECEDING THE CLAIM THAT GAVE RISE TO DAMAGES.

13. **Indemnification.** You agree to defend, indemnify and hold harmless the Company, its officers, directors, employees, affiliates and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from the unauthorized use of the Services, your Customer Content, including use of the Customer Content as part of the Services and any breach of your warranties with respect to Customer Content.

14. **Miscellaneous**

14.1. **Modifications.** We reserve the right, at our discretion, to change these Terms at any time. Such change will be effective ten (10) days following our sending a notice thereof to you or posting the revised Terms on our website, and your continued use of the Service thereafter means that you accept those changes.

14.2. **Publicity.** The Company may use your name and logo as a user of the Services on its website, press releases, and other marketing materials and presentations and will notify you to that effect.

14.3. **Governing Law/Venue.** These Terms shall be interpreted and governed by the laws of Israel, without regard to that state's conflicts of laws rules. All disputes arising under or relating to this Agreement shall be resolved exclusively in the appropriate court sitting in Tel Aviv, Israel.

14.4. **Class Action Waiver.** WHERE PERMITTED UNDER APPLICABLE LAW, EACH PARTY AGREES THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless the Parties mutually agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

14.5. **Assignment.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior consent of the other party, provided that either party may assign or otherwise transfer its rights or obligations herein to an affiliate or in the event of transfer to a person or entity who directly or indirectly acquires all or substantially all of the assets or business of such party, whether by change of control, sale, merger or otherwise, without consent. Any prohibited assignment, transfer or sublicense shall be null and void.

14.6. **Entire Agreement; Severability.** This Agreement and any exhibits hereto set forth the entire agreement and understanding between the parties. If any provision of this Agreement is unenforceable for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions contained in this Agreement invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any portion of this Agreement shall not affect the remaining portions of this Agreement.

14.7. **No Waiver.** The failure of any party at any time to require performance of any provision of this Agreement shall in no manner affect the right of such party at a later time to enforce the same. No waiver by any party of any condition or of any breach of any term contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of any breach of any such term or any other term set forth in this Agreement.

14.8. **Force Majeure.** The Company will not be liable for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including without limitation, natural disasters, acts of civil or military authority, fire, flood, war, labor shortage or dispute, public health emergencies, pandemic or governmental authority.

14.9. **Relationship of the Parties; No Third Party Beneficiaries.** The parties are independent contractors. These Terms and the Service provided hereunder, do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third party beneficiaries to these Terms.

14.10. **Notice.** We will use your contact details that we have in our records as provided through your Account, in connection with providing you notices. Our contact details for any notices are detailed below. You

acknowledge notices that we provide you, in connection with these Terms and/or as otherwise related to the Service, shall be provided as follows: via the Service, including by posting in your Account, text, in-app notification, e-mail, phone or first class, airmail, or overnight courier. You further acknowledge that an electronic notification satisfies any applicable legal notification requirements, including that such notification will be in writing. Any notice to you will be deemed given upon the earlier of: (i) receipt; or (ii) 24 hours of delivery. Notices to us shall be provided to Underline.AI support@underline.ai.

