

GENERAL TERMS AND CONDITIONS
MAIA APP

Last update: December 2024

1. SUBJECT MATTER

- 1.1. These general terms and conditions (hereinafter: "**Terms and Conditions**") govern the contract (hereinafter: "**Contract**") concerning access to and use by users (hereinafter: "**User(s)**") of the services and content referred to in **Article 2** below (hereinafter: "**Services**") provided by My Maia Inc. (EIN: 92-3279708) with registered office in USA, 257 Old Churchmans Road, DE. 19720 (hereinafter: "**Company**"), through the "Maia" application (hereinafter: "**Application**" or "**Maia**"), available online in the web version and in the *mobile* version for smartphones, tablets or other devices capable of supporting its functionality (hereinafter, collectively: "**Devices**").
- 1.2. Everything regulated in these Terms and Conditions with reference to the Application is valid and applies as compatible to all versions of the Application.
- 1.3. The business conducted by the Company through the Application does not include financial and/or investment services of any kind.
- 1.4. The use of the Application and its related features is subject to the prior acceptance by the User of these Terms and Conditions, the subscription to the annual plan with the payment of the corresponding fee, and the completion of the registration process for a personal account (hereinafter: "**Account**"). Therefore, the use of the Application implies full and unconditional acceptance of these Terms and Conditions.
- 1.5. These Terms and Conditions shall be binding from the User's first access and shall remain valid and effective for as long as the User's Account is valid, in accordance with the provisions of these Terms and Conditions. Except as provided in **Art. 6.2** of these Terms and Conditions, the Company reserves the right to amend, update and/or vary these Terms and Conditions by giving written notice to the User by means of a notice on the Application at least 30 days before the updated Terms and Conditions become effective. In case of non-acceptance of the changes, the User will not be able to use the Application.

2. APPLICATION AND SERVICES

- 2.1. Maia is a solution that relies on artificial intelligence and, upon subscription, offers Users the following features and Services:
 - a) **UFIND**. This is a personalized search chat in which the AI is queried, performing searches that draw from the web (possibly also based on geolocation, if enabled). The results provided to the User are based on their interests and preferences previously demonstrated by the User and tracked by the Application in the User's profile, the so-called Personal Profile Graph. The search can be done in writing or, if the dictation feature is activated, also orally.
 - b) **Calendar Synchronization**. The User can activate the calendar synchronization service. At the time of synchronization, the Application will request verification to confirm that the synchronized calendar actually belongs to the User, through a *strong authentication* mechanism. In that case, when performing a search through the Application, the results provided will also take into account (or only, if the search is directed by the User to do so) what is in the synchronized calendar. The Company does not have access to the content

and text attached in plain text, but, through the AI system, is able to recognize within the calendar the information entered by the User in the search input for the purpose of providing the results, through the mechanism of so-called embeddings, through which the semantic meaning is extracted from the given input and then searched for in the content by semantic similarity. Through synchronization, the User can also ask the Application to create new appointments in the calendar. The information retrieved from the synchronized calendar contributes to enriching the User's profile with regard to their interests and preferences within the areas of interest processed by MAIA ("**Node/s**"). The Company guarantees the absolute confidentiality of such information, which will not be disclosed to other Users. Specifically, the content of the calendars will not be used in any way to feed the algorithm behind MAIA's functionality or to provide search results to other Users who may perform related searches.

- c) UFEED. Provides a summary of daily news on the topics that, according to the analysis of the User's previous behaviors and choices, most interest him/her. The news are processed from the web sources that the User has shown a preference for: the User can at any time request to stop showing news related to a certain topic proposed as part of the UFEED service or blacklist one or more specific web sources, which Maia will therefore no longer use to provide her/him with feedback. The Company assumes no responsibility for the reliability of the sources on the web that the User routinely consults through a browser and that are used to process UFEED news. The User may also upload videos they have created, which will be associated with tags and a description and can be viewed by other Maia Users. For this purpose, an integrated platform within Maia provided by an external provider will be used, allowing for content moderation of the videos uploaded by the User.
- d) Voice Search and Composition. The Application allows users to conduct searches, including through voice commands, using speech-to-text tools available on mobile devices and web browsers. As explained above, during the search process, the Company does not have direct access to all relevant content in plain text. Instead, the search results are provided using the embedding mechanism described earlier.
- e) Search results with a customized voice. The User may choose to receive the results of searches conducted via MAIA audibly, using their own vocal timbre or a geographical or caricatured accent generated by the Application. If the User opts to use their own voice, MAIA will process a synthetic voice similar to the User's through the recording of a sentence requested from the User. In this case, the User is prohibited from using the voice of third parties who have not expressly consented, and in any case, it is strictly forbidden to use the voice of minors. The User is also prohibited from using the generated synthetic voice for any purpose other than the one described above.
- f) Summary of Voice Messages or Texts. This feature provides a written summary of voice messages or texts uploaded by the User. As with other functionalities, the Company uses the embedding mechanism described earlier and does not have direct knowledge of the content of the texts or messages uploaded by the User.
The Company assumes no responsibility for the accuracy of the summaries generated by MAIA's AI in comparison to the content of the original voice messages and/or texts, as neither the recordings nor their transcriptions are stored.
The User is fully responsible for the appropriate use of the summaries generated by

MAIA. The Company assumes no liability in this regard. Therefore, in cases of improper or unlawful use of the summaries, the User will hold the Company harmless and indemnified as outlined in Article 7.8 of these General Terms and Conditions.

g) Creation of the Personal Profile Graph. Through the analysis of the information rendered by the User during registration to Maia as well as all information shared during the use of Maia in the manner and terms described by these Terms and Conditions as well as the privacy policy, the Personal Profile Graph will be composed and enriched, which maps the User's interests by entering a series of entries in the Nodes. The User will always be able to add or delete individual items of interest (entered by the User or tracked by Maia) listed in the Nodes, as well as an entire Node (e.g., if you no longer wish to be profiled with respect to the "family" scope, you can delete/deactivate the entire dedicated Node).

h) ACTION. This is an automated content creation environment for videos or slide shows, where the User simply needs to specify the topic for the desired content. The Application, using AI, will generate fully edited content complete with effects and a soundtrack, which the User can download, share, or publish via their preferred channels.

MAIA always provides the sources for the materials used in creating the content and performs a preliminary check to ensure the usability of the suggested images and soundtracks. The User can freely modify the content generated by MAIA, customizing it (images, audio, text) to their liking. In such cases, it is expressly understood that the User assumes full responsibility for the content created, including ensuring that no third-party rights—particularly those of minors—are infringed.

In any case, the User remains solely responsible for the correct use, in every respect, of the content created with ACTION: therefore, in the event of improper or illicit use of the content created, the User will hold the Company harmless and indemnified in accordance with **Article 7.8** of these Terms and Conditions.

i) UKNOW. This feature allows the User to create a customizable and shareable platform (chat) by generating a public link. Based on a topic selected by the User, they can upload text documents, images, links to external websites, name the platform (chat), configure settings according to their preferences, and share the link with others. Third parties can interact with the platform, including asking questions via a chatbot.

MAIA's generative AI processes and interprets the uploaded content, "translating" it into descriptive text, enabling interaction through the chat with the audience, who can pose questions directly within the platform.

It is understood that the User is solely responsible for the content they choose to upload to the publicly accessible link and its appropriate use. The User must ensure that no third-party rights, particularly those of minors, are infringed. Therefore, in cases of improper or unlawful use of the uploaded content (including linked websites), the User will hold the Company harmless and indemnified as outlined in **Article 7.8** of these General Terms and Conditions.

j) My Files. This is a repository where the User can upload their files, documents, images, and preferred web sources. With MAIA's artificial intelligence, the content uploaded to MY FILES is analyzed, processed, and transformed into a personalized knowledge base, ready to be used in conjunction with other system tools.

- k) Image Generation. The User can provide textual inputs to generate images using MAIA's tools and generative AI. The images produced ("User Output"), while created with these tools, remain the exclusive property of the User, as specified in the terms outlined in these General Terms and Conditions.
- 2.2. It is expressly forbidden for Users to use the Application to share, for any reason whatsoever, data relating to criminal convictions and offenses that refer to identified or identifiable persons, if such data are not of public notoriety and/or accessibility: therefore, in the formulation of queries to the Application, within chats between Users, as well as in the use of any Maia Services, Users must refrain from sharing or uploading data relating to criminal convictions and offenses. The Application does not originate nor it is designed for the processing, elaboration or storage of data relating to criminal convictions and offenses: without prejudice to the Company's commitment to delete and not use such data, if it is nevertheless shared by User in any way, through Maia, the User will assume full responsibility for it, expressly indemnifying the Company against any claim, cost, damage or sanction that may be made against it due to the User's violation of this prohibition.
- 2.3. Access to the Application and use of the Services are contingent upon prior access to www.app.mymaia.ai or *download* and installation of Maia on the Devices.
- 2.4. The Application, except for the web app format, is supported by Devices running *iOS* [6.0] or *Android* [9.0], or later versions. Therefore, the Application and/or Services may be usable in a limited manner or not usable at all in the case of outdated versions of the operating system installed on the User's Devices. The *download* and use of the Application may involve the use of mobile data connection. It is understood that any charges imposed by the User's phone provider for data usage are the User's sole responsibility and may vary depending on their chosen data plan. The Company will not be held liable if the User is unable to use the Application due to lack of an internet connection and/or a compatible device for accessing the Application.
- 2.5. In order to enable the effective functionality of the Services, the Application may require the User to authorize access to specific components or functions of the Devices (e.g.: microphone activation, localization etc.). The User, therefore, acknowledges that in case of failure to obtain such authorization, the Application and/or the Services may not function or function in a limited manner.
- 2.6. The Company may, at any time, activate new Services or additional features of the Application, including paid Services, which, in the latter case, may be either in subscription or *one-shot* mode. In this case, it will in any case provide notification to the User, who, for paid Services, will be free to decide whether to subscribe to them, supplementing their subscription by paying an additional fee indicated, or not.

3. EXTERNAL CONTENT AND LINKS

- 3.1. Through your use of the Application and Services, you may upload and share with other Users your own content such as, but not limited to, messages, audio files, video files, digital documents, images, *links*, and application (hereinafter: "**Content**").
- 3.2. However, the User acknowledges that, due to the nature of generative AI tools, the content produced through MAIA's tools and generative AI may not be unique. Third-party users

providing similar inputs might obtain similar or identical outputs. Therefore, the Company does not guarantee the uniqueness or exclusivity of the *User's Output*.

- 3.3. The User guarantees that the content they intend to upload and share through the use of the Application and Services does not violate the law and/or the rights of third parties. In particular, the User declares that they own or have legitimate access to the content, including intellectual property rights, and assumes full and exclusive responsibility in this regard.
- 3.4. The User hereby agrees that:
 - a. In the event that the User do not renew the Contract and/or decide to deactivate their Account of the Application, User's profile as well as the relevant Content may be permanently lost and no longer recoverable, without the Company being liable in any way and under any title;
 - b. Through the Application the User may access Content uploaded by other Users that may be inaccurate, incomplete, misleading, illegal, offensive or otherwise harmful and for which the Company, to the extent recognized by applicable law, shall in no way and for no reason be held liable.
 - c. If the User decides to delete (not hide) their search history, such data will be permanently deleted and will no longer be recoverable.
- 3.5. The User acknowledges that the Services described in **Article 2** can only be provided if the Company is granted access, as outlined in these General Terms and Conditions and the privacy policy, to the Content and interactions within MAIA. This access allows the Company to identify the User's preferences, provide relevant search results that align with their interests, and offer text or voice message summarization services.

By activating their Account and accepting these General Terms and Conditions and the Application's privacy policy, the User acknowledges that the Company will access the Content and information inputted and shared within MAIA. This is to update the Personal Profile Graph and deliver the Services, in accordance with the terms described in these General Terms and Conditions and the privacy policy, which can be consulted at any time within the Application.
- 3.6. The Application may contain links to other *websites* or resources on the Internet that are operated and controlled by third parties (hereinafter, "**External Links**"). The User acknowledges that linking to such External Links through the Application and Services does not imply any kind of approval or verification by the Company with respect to the same, and that access to the External Links is at the sole and exclusive discretion of the User, since the Company has no power to control the content and/or products and/or services provided through said External Links, nor the privacy policies and/or security measures applied by them. The Company, therefore, cannot be held responsible in any way:
 - a. Of the actual availability and accessibility of External Links;
 - b. Of any errors, inaccuracies, or omissions in content related to External Links;
 - c. for possible malfunctions and/or interruptions in the availability of the External Links, or the Devices, including in the event of damage due to viruses and/or destructive elements originating from the same, or for any harmful consequence, of any nature whatsoever, that from the interaction with the External Links could be caused to the User or third parties.
- 3.7. Therefore, the User assumes, exclusively, total and unconditional responsibility for any direct and/or indirect losses, costs and damages, of any nature and entity, that may result to him/her

from the interaction with the External Links, possibly relying exclusively on the operator of the same for any dispute.

4. ALGORITHM LOGIC, OPERATION AND DECISION-MAKING PROCESS

- 4.1. The algorithm underlying Maia, as far as personalized Services are concerned, follows the following decision-making process: it selects the sources deemed most relevant from various web sources, favouring those most consistent with the User's profile and excluding those previously blacklisted by him. The selected contents are summarized and proposed to the User in a chat interface.
- 4.2. The User can provide feedback on the results they receive at any time by selecting, if they wish, the reason for their dissatisfaction through a dedicated reporting section. They can either indicate the reason in the provided form or add the source to the blacklist, specifying the reason (e.g., irrelevant, unreliable, obscene, etc.). Additionally, the User can modify their areas of interest within their profile. The algorithm will process the information and remove the specified source type from the User's. There is, in this selection, no intervention of human verification, which may on the contrary be there in case it is necessary to remove the stored information or disable access to it in case of direct reports and, in any case, as soon as the Company actually become aware that the information at the origin of the transmission has been removed from the network or that access to the information has been disabled, or that a court or administrative authority has ordered the disabling of access to such information or has ordered its removal or when it has become aware that activities or stored content provided by a User are illegal.
- 4.3. The Company, as a provider of intermediary services, is not legally obligated to perform general monitoring of the information it transmits or stores, nor to actively investigate facts or circumstances indicating illegal activities. Therefore, without prejudice to the obligation to remove stored information as described in the preceding point and within the limits established by applicable law, the Company assumes no responsibility for content searched for or uploaded via MAIA.

5. ACCOUNT REGISTRATION AND AGE OF MAJORITY

- 5.1. In order to register an Account, the User will be required to pay the annual subscription purchase fee and register, following the procedure at www.myMaia.ai, for the web app version, or that indicated on the Play Store and Apple Store for the mobile version of the Application, entering the required data and setting a personal access password.
- 5.2. The activation of the Application, will be communicated to the e-mail address indicated by the User during the purchase process. The first access to the Application will be granted through a strong authentication system, which implies the generation of a code that will be sent to the User through the selected channel and that must be entered to use the Application.
- 5.3. By opening an Account, the User is required to define a unique username and password ("**Credentials**"). The User agrees to keep these Credentials in a safe and secure place and not to share them with third parties. Sharing of Credentials by the User authorizes third parties to access the Application on behalf of the User, without any responsibility of the Company.
- 5.4. The creation of an Account and the use of the Application is reserved only for persons over 18 years of age: for this purpose, in the registration form, age is requested. Therefore, if a User fills out the form on the Application declaring that they are over 18 years old, the Company

will assume that this information is truthful and accurate, and that the User is legally authorized to enter into a Contract with the Company. Based on this premise, any actions on the Application, including the provision of consent to data processing by the User on the Application will be considered valid.

- 5.5. If you are a legal representative or guardian allowing a minor under the age of 18 to use the Application, you agree to: (i) supervise the minor's use of the Application and related Services; (ii) assume all risks associated with the minor's use of the Application and related Services; (iii) assume any and all liability arising from the minor's use of the Application and related Services; (iv) ensure the accuracy and truthfulness of all information submitted by the User or the minor; and (v) assume responsibility for and be bound by these Terms and Conditions for the minor's access to and use of the Application and related Services. In addition, if the User, as the legal representative or guardian of a minor, is giving consent to the processing of personal data on behalf of a minor under the age of eighteen (18), please keep in mind that minors need specific protection with respect to their personal data, as they may be less aware of the risks, consequences and safeguards involved, as well as their rights in relation to the processing of personal data for the purpose of using these Services. In this case, the User assumes all related responsibilities.
- 5.6. The User warrants that any and all information provided as part of the Account registration procedure, referred to in this Article, is true, accurate, complete and up-to-date, assuming in this regard all exclusive responsibility. Should the User provide false, not current, incomplete data, based on the Company's discretionary assessment, the Company shall have the right to prevent the User from accessing the Application by deactivating the Account, without anything being, in such case, due to the User in any capacity whatsoever.

6. DURATION AND TERMINATION

- 6.1. The term of the subscription Agreement is twelve months. Upon expiration, the Contract will automatically renew for an additional 12 months, subject to a 30-day notice via email associated with the User's Account, and so from expiration to expiration. The User, within the aforementioned 30-day period, may give notice of termination from the subscription, through the appropriate channels on the website or in the Application: should the notice of termination be submitted after said 30-day period, the termination itself will be understood as referring to the year still to come and the subscription will therefore be renewed for the current year. Expiration or non-renewal of the Contract will result in the User's inability to use the Application at the end of the paid subscription period. In any case, after 3 years from the termination of the Contract for any intervening reason, the Company will permanently delete the Account, including all User profile data and all Content and chats.
- 6.2. The Company may change the price of the Maia Services at any time by giving notice to the User pursuant to **Art. 1.5** of these Terms and Conditions. Such price increase shall in any case be applicable to the User only as of the next renewal, unless terminated by the User pursuant to the preceding paragraph. In such case, the preceding paragraph shall apply.
- 6.3. The payment will be made automatically through the payment method indicated by the User at the time of the first purchase. It is the User's responsibility to always provide a payment method they are authorized to use and that is valid at the time of payment: in the event that the User enters any valid method of payment, the transaction will be deemed valid by the Company, which will not assume any responsibility towards third parties, nor will it be obliged

to reimburse the User or the third party for the amount paid. In the event that the payment instrument indicated by the User is invalid, the payment will not take place and the User will not be able to access or use the Application Services.

- 6.4. The Company may terminate the Agreement at any time, interrupting the provision of the Services provided by the Application, by written notice by e-mail, with thirty (30) days' notice. Any termination by the Company pursuant to this article entails the total and final termination of the User's Account, who will no longer be able to access it, without anything being owed by the Company to the User for any reason whatsoever, provided that, in such case, the Company shall reimburse the User for the cost of the months of subscription paid but not used.

7. USER OBLIGATIONS AND PROHIBITIONS

7.1. By accepting these Terms and Conditions, the User agrees to:

- a. make use of the Services in accordance with applicable laws and regulations, and in compliance with the rights of the Company and third parties, strictly adhering to these Terms and Conditions and any technical instructions for use communicated by the Company;
- b. keep their Credentials private and not disclose them, thereby preventing them from being misused or improperly used and in any case remaining responsible for any use of them and for any operation carried out through access to their Account;
- c. not take any action that could compromise the security of systems and/or IT equipment to which the User has access through the Services or compromise, interfere with, or disrupt the operation of the Application;
- d. Do not interfere with the Services or attempt to access them using a method other than the interface provided by the Company or in violation of the instructions provided by the Company;
- e. Promptly notify the Company of any misuse of its Credentials or any security incidents regarding the Services of which it is aware;
- f. Ensure that their inputs do not contain content that may violate intellectual property rights, privacy, or other third-party rights;
- g. Refrain from using the Services for activities deemed illegal under the laws of the country in which they operate.

7.2. Therefore, the User is prohibited from:

- a. Compromise, interfere with, or disrupt the functionality of the Application and/or Services;
- b. circumvent, or attempt to circumvent, the security measures in place to protect the Application and/or Users, i.e. limitations on access to and use of the Application;
- c. take any action that may compromise the security of systems and/or equipment to which the User has access through the Application or Services;
- d. Attempt to access the Services using tools other than the Application or such additional methods as may be made available by the Company, or in violation of the instructions provided by the Company;
- e. Procuring the Application in a manner other than through the Company's authorized distribution channels;
- f. Falsifying one's identity;

- g. Engage in any action or share and upload any Content that may be unlawful, harmful, threatening, abusive, harassing, defamatory and/or libelous, vulgar, obscene, invasive of another's privacy, racist, classist, or otherwise objectionable;
 - h. Publish any commercial or non-commercial advertising through the Application without the prior written consent of the Company;
 - i. Unlawfully collect and use information and data of other Users;
 - j. Use the Services for illegal, offensive, defamatory, or discriminatory purposes, including the summaries of conversations processed and the images generated through the use of Maia's generative AI;
 - k. Use the Services for illegal purposes, including summaries of texts or messages processed;
 - l. Intentionally or unintentionally violate any applicable law or regulation.
- 7.3. It is expressly forbidden for the User to create an account with a different email address and/or name if they have previously been banned from using the Application by the Company.
- 7.4. The relationships between Users, including the exchange of images and videos, occur exclusively between Users, with the Company not being part of the relationship and having no responsibility in this regard. To this end, for example, the User agrees to:
- a. Do not misuse the messaging and conversation Service to engage in unlawful and criminally punishable conduct;
 - b. Report to the Company, through the appropriate channels, any unlawful conduct engaged in by other Users of which it has knowledge;
 - c. Report to the Company, through the appropriate channels, any news or results to which it has had access and knowledge through the search results proposed by the Application within the scope of the Services rendered, which have illicit content.
- 7.5. The User acknowledges that, in case of use of the Application and/or the Services in violation of these Terms and Conditions or in case of unlawful behavior with reference to the legislation applicable to the User or in case of Content shared by the User that may harm other Users, third parties involved or the Company, the Company, at its sole discretion, shall have the right to remove the Content, in part or in full, pursuant to the applicable legislation. Examples include child pornography, content that promotes human trafficking or harassment, content of a terrorist nature, and content that infringes on the intellectual property rights of others.
- 7.6. In the cases referred to in **Art. 7.5**, the Company reserves the right to suspend and/or terminate at any time and without any obligation to give prior notice any access and use of the Application by the User, possibly deleting and permanently blocking his Account, by mere notice to the User, without any claim by the User for any reason whatsoever. The Company also reserves the right to terminate the Contract with the User by written notice that will be sent to the e-mail address provided during registration.
- 7.7. In order to verify compliance with the rules of conduct established by these Terms and Conditions, the Application is equipped with shared Content moderation mechanisms that block the search of those that are unsuitable or prohibited under the regulations, based on the semantic analysis of search *queries*.
- 7.8. The User agrees to indemnify and hold the Company harmless from any claims, demands, losses, costs, burdens, liabilities, and/or adverse consequences that may arise against the Company from actions and claims made by third parties against it, in relation to or in connection with improper or illegal use of Maia and its Contents by the User, including inputs

and outputs, with a violation by the User of these General Terms and Conditions, or with acts or facts related to the User's sphere, including the infringement of any third party's rights.

8. AVAILABILITY OF SERVICES

- 8.1. The User acknowledges and accepts that the Company may suspend or interrupt the use of the Application and/or the Services, in whole or in part, at its own discretion and also for causes beyond any control of the Company, such as, but not limited to, slowdown, congestion and/or overloading of the system of the Internet access network, telephone lines and processors that manage telematic traffic, tampering or unlawful intervention by third parties on services or equipment used by the Application, exceptional events, force majeure or fortuitous event, without anything being due to the User for such suspension/interruption.
- 8.2. The Application and/or the Services may also be subject to suspension or interruption, in whole or in part, in order to ensure routine and extraordinary maintenance work pursuant to **Article 9** which follows, or in order to remedy failures, faults, defects, malfunctions to one or more elements of the infrastructure, as well as in case of emergencies or threats related to security. In such cases, the suspension will take place, even in the absence of prior notice to the User, at the sole discretion of the Company, which will take care to restore the functionality of the Application and/or Services as quickly as possible and without incurring any liability on its part.

9. MAINTENANCE

- 9.1. Maintenance activities of the Application and/or Services by the Company ("**Maintenance**") may consist of:
 - a. corrective maintenance, which includes interventions aimed at correcting malfunctions or errors (e.g., *bugs*);
 - b. evolutionary maintenance, which includes all technical interventions aimed at improving operation and usability, adding new functions and features, and adapting with respect to regulatory developments and the reference context (*update*).
- 9.2. In any case, all Maintenance activities are provided on the basis of the Company's sole discretion and without any obligation as to the manner, periodicity, timing, type or number of interventions to be carried out.
- 9.3. The User is obliged to install through the channels authorized by the Company the updates of the Application in order to be able to continue using the Services regularly. No objection may be made to the Company in the event of malfunctions of any nature of the Application and/or the Services that the User has not allowed to be corrected through the installation of appropriate updates. In no event shall the Company be liable for the updating of the Application and/or the Services that the User has performed independently through methods not authorized by the Company itself.

10. WARRANTY

- 10.1. The User expressly acknowledges and agrees that:
 - a. The Application is provided on an "*as is*" and "*as available*" basis and, to the fullest extent permitted by law, the Company makes no express or implied representations or warranties, including, without limitation, warranties of performance, merchantability, or

- fitness for a particular purpose. To the fullest extent permitted by any mandatory provisions of law, the Company makes no further warranties, express or implied;
- b. the Company may update, modify, change, or improve the Application at any time in its sole discretion without any obligation to give prior notice;
 - c. use of the Application and Services is made at your sole and complete responsibility;
 - d. the Company does not guarantee that the Application and/or Services will meet your needs or that they will not infringe on the rights of third parties, or that their use will enable you to achieve any benefit, nor that the Application and/or Services will always operate uninterrupted, timely, securely, or error-free;
 - e. the Company does not guarantee that any errors in the Application and/or Services will be promptly corrected and/or removed;
 - f. the Application may contain links to other *websites* or resources on the Internet network operated by third parties, including for advertising purposes, with respect to whose contents the Company cannot be held responsible in any way.
- 10.2. The Company does not guarantee the capacity to act or the good faith of other Users.
- 10.3. The User acknowledges that the proper functioning of the Application and Services requires an internet connection, and that the quality and speed of the network connection and information transmission are solely dependent on the type of connection used by the User, at their own expense. The Company is not able to control the transfer of data in the communication systems and cannot prevent any delays, non-distribution of connectivity, interruptions or other damages resulting from or attributable to the User's connection to the network or to the fact of his *internet service provider*. Therefore, the Company assumes no warranty or liability in this regard.
- 10.4. The warranties set forth in this Article shall not apply if the User has used the Application or Services in a manner that is erroneous, unlawful, or not in accordance with the Terms and Conditions and/or any further instructions provided by the Company, as well as in the event of improper functioning or inadequacy of the Devices.

11. LIMITATIONS OF LIABILITY

- 11.1. Subject to the mandatory limits of the law, the Company shall not be held liable in the event of delays, malfunctions and interruptions occurring with regard to the operation of the Application and/or Services, nor shall it assume any liability for damages of any kind or nature that may be caused to the User and/or third parties as a result of the use and/or non-use of the Application and/or Services.
- 11.2. In particular, the Company assumes no liability for indirect damages (including, but not limited to, loss of profits, business interruption, loss of revenue) nor for the loss or inability to access or use features, Content, data, information, and for any other economic loss, suffered by the User and/or third parties resulting from the use and/or non-use of the Application and/or Services.
- 11.3. Subject to the mandatory limits of the law, the maximum limit of the Company's liability for any damage or loss howsoever arising to the User or any third party in connection with or in performance of these Terms and Conditions, shall not in the aggregate exceed the economic value at the time of payment of any fees paid by the User for the Paid Services during the 6 (six) months preceding the occurrence of the event giving rise to liability .

11.4. It is understood that the Company shall not be held liable in any way, towards the User and/or third parties for malfunctions or defects due to incorrect use of the Application by the User, the connection equipment used by the User, changes to the Application and/or Services made by the User or unauthorized third parties or, in any case, due to use of the Application and/or Services not in accordance with the provisions of these Terms and Conditions.

12. LICENSE TO USE THE APPLICATION - INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

12.1. To the extent set forth in these Terms and Conditions, the Company grants the User a time-limited, non-exclusive, non-transferable, revocable, royalty-free license to install and use the Application via web app and on its Devices for the purposes of use set forth in these Terms and Conditions.

12.2. The User acknowledges and agrees that the right to license the use of the Application is granted to him/her in the version existing in the market at the time of *download* and acceptance of these Terms and Conditions and that any interruptions in maintenance and support depend on the life cycle of the Application itself.

12.3. All intellectual property rights to the Application and Services, the operating interface, their contents, logos, trademarks and any distinctive sign of the Company or third parties, remain the exclusive property of the Company or third parties who own them. The User agrees to use the Services in accordance with these rights and the limits set forth in these Terms and Conditions, and guarantees that they will not violate the intellectual property rights of the Company and/or third parties. The User is, therefore, expressly prohibited from:

- a. modify, reproduce or use in any way such content, logos, trademarks and distinctive signs, as well as the editing, graphics, lay-out and "look and feel" of any section of the Application and/or Services;
- b. Use and/or reproduce for any purpose whatsoever the trademarks and/or logos of the Company and/or Maia and/or third parties, as well as any other information, content or material on the Application, without the written permission of the Company itself and/or the third party in question to which the trademarks and/or logos refer;
- c. decode, decompile or disassemble, modify, translate, reverse engineer, attempt to locate the source code or protocols of the Application or any part or functionality thereof;
- d. copy, burn, emulate, record the Application, its content, technical specifications and functionality, outside of what is expressly permitted under these Terms and Conditions;
- e. distribute, license, lease, sell, resell, transfer, publish or otherwise exploit the Services and/or the Application, other than as expressly permitted under these Terms and Conditions;
- f. provide services, or develop products or derivative works or software applications based on the Application and/or the Services, or make use of them in any way;
- g. remove, obscure, or modify the Terms and Conditions, or any notice or link relating thereto, or copyright notices, or any other proprietary notices contained in the Application.

12.4. The User acknowledges and agrees that by using the Services, they do not acquire any ownership rights, including intellectual and industrial property rights, over the trademarks, patents, names, logos, or slogans, or any other distinctive signs of the Company, nor over the Application, the Services, or the content they access. The codes of the Application are considered the Company's trade secrets and those of its potential licensors.

12.5. The rights, titles, and interests related to the User's Inputs and Outputs remain solely with the User, without limiting their ability to use them for personal or commercial purposes, within the limits of Article 3 of these General Terms and Conditions.

13. EXPRESS TERMINATION CLAUSE

13.1. Without prejudice to what may already be provided for in these Terms and Conditions, the Company reserves the right to terminate this Agreement, by simple written notice to the User, if the User defaults on even one of the obligations provided for in the following articles: **7, 10** and **17.3**.

13.2. It is understood that, in any case of termination of the Contract for breach or violation of the applicable regulations or of these Terms and Conditions, by the User, the Company, without prejudice to the right to compensation for any damages caused by the User, will take against the User the measures referred to in **Art. 7.5** and **7.6** of these Terms and Conditions, without anything being due to the User in any capacity whatsoever.

14. VERIFICATION OF THE APPLICATION USAGE

14.1. User agrees that the Company, directly (and/or through third parties), at its discretion, may (without necessarily being obligated to) monitor the proper use of the Application or any part thereof in accordance with these Terms and Conditions, sharing, where applicable or necessary, related information with User in any investigation to protect the interests and rights of the Company and its affiliates.

15. TERMINATION OF APPLICATION AND EFFECTS

15.1. The Company shall have the right to terminate the Application in whole or in part, at the sole discretion of the Company. In the event of termination of the Application pursuant to this Article, there shall be an obligation to give notice to the User of not less than 30 (thirty) days, unless the Company is unable to do so, it being understood that, in such case, the Company shall reimburse the User for the cost of the months of subscription paid but not used.

15.2. If the Company interrupts or discontinues the Application for any reason whatsoever, the User's Account will be deactivated on the same day of the interruption/discontinuation and therefore the User will no longer have access to the Application. In this case, it is the User's responsibility to save any Content from the Application to their own devices if they are interested.

16. PROCESSING OF PERSONAL DATA

16.1. The Company is committed to complying with any obligations under Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 concerning the "*protection of individuals with regard to the processing of personal data and the free movement of such data*," as well as applicable regulations and measures of the competent data protection authorities.

16.2. It is understood that the data will be processed according to principles of lawfulness and fairness, in such a way as to protect fundamental rights and freedoms, in compliance with technical and organizational measures adequate to ensure a level of security appropriate to the risk, by manual and/or automated means, in accordance with the provisions of the privacy

policy which the User must read when installing the Application and/or when registering the Account and, in any case, which can also be consulted subsequently within the Application.

17. ASSIGNMENT OF APPLICATION. SUBCONTRACT

- 17.1. As of now, the Company reserves the right to assign its technology platform (Application) and, consequently, this Agreement to third parties.
- 17.2. The Company also reserves the right to subcontract, in whole or in part, the operation of the Application or the provision of individual Services to third parties. The Company will remain solely responsible to the User with respect to the Services provided by its subcontractors.
- 17.3. You are not permitted to assign the Contract and/or your Account to a third party.

18. SERVICE AND TECHNICAL SUPPORT

- 18.1. In order to receive any clarifications on the use of the Application and/or the Services, a special section is made available to the User on the Application in which it is possible to consult the FAQ . Alternatively, the User may contact the help-desk through the appropriate channels within the Application.
- 18.2. It is expressly understood that the Company is not bound to provide feedback to requests for assistance within any set time limit.
- 18.3. To resolve the reported technical problems, the Company may temporarily suspend access to the of the Application to restore its functionality, in accordance with **Article 8** of these Terms and Conditions.

19. COMMUNICATIONS, REPORTS AND COMPLAINTS

- 19.1. The User agrees that all notices and communications provided for in these Terms and Conditions may be sent to the User by the Company, alternatively and at its discretion, by:
 - a. a notification sent to their Devices via the Application
 - b. A message sent to the contact information provided by the User during registration.
- 19.2. Should the user need to communicate with the Company for matters other than mere technical support aspects (for which please refer to **Article 18** above), you may contact it through the following contact points:
 - E-mail info@mymaia.ai
 - Appropriate section of the website and Application.
- 19.3. To communicate directly, electronically, with the Company, the Company has identified the following e-mail info@mymaia.ai as the single point of contact.
- 19.4. The User may at any time send a report to the Company regarding any Content transmitted by other Users, as well as External Links or results provided by Maia as part of the personalized search or UFEED service that he or she believes to be illegal, through the appropriate form provided in the channel dedicated to reports within the Application and the web app version. The Company will send an acknowledgement of receipt of the report to the User without undue delay, as well as notify, at a later date, its decision regarding the information to which the report relates, providing information on the available remedies in connection with such decision, by communication to the e-mail address entered by the User during registration. Reports are handled in an automated manner based on the following objective criteria: priority based on type of report, reporting history. There is no human intervention in the

selection of reports: therefore, in the notification concerning the decision to accept or reject the report, the reasons and criteria used through the automated tools used will be indicated.

- 19.5. In the event of unholding of a User's report on the Content shared by other User(s), the Company will provide the latter with a clear and specific justification for the following restrictions imposed on the grounds that the Content shared by them constitutes illegal content or is incompatible with these Terms and Conditions by e-mail sent to the address provided during registration:
- a. Any restrictions on the visibility of specific information provided by such User(s), including removing Content, disabling access to Content, or demoting Content;
 - b. The suspension, termination or other limitation of cash payments;
 - c. The total or partial suspension or termination of the Application and related Services;
 - d. The suspension or termination of the Account of such User(s).

This paragraph does not apply if there is widely disseminated misleading commercial content in the information.

- 19.6. A User who has made a report or has been the recipient of a decision resulting from the fact that the User's Content constitutes illegal content or is incompatible with the Terms and Conditions and in particular in the case of:
- a. decisions indicating whether to remove information or disable access to it, or whether to limit its visibility;
 - b. Decisions indicating whether to suspend or cease in whole or in part the provision of the Services;
 - c. Decisions indicating whether to suspend or terminate the User's Account;
 - d. Decisions indicating whether to suspend, terminate, or otherwise limit the ability to monetize information provided by Users

The User may, within 7 months from when the report was made or from when they received the decision, file a complaint with the Company. The complaint can be submitted through a dedicated channel in the Application: the User will receive updates on the progress of the complaint management via email to the address provided during registration.

If a complaint contains sufficient grounds for the Company to believe that its decision not to act on the complaint is unfounded or that the information complained of is neither illegal nor incompatible with these Terms and Conditions, or if such complaint contains information indicating that the complainant's conduct does not justify the measures taken, the Company will without undue delay reverse its decision. In any case, the Company will without undue delay notify the complainant of its reasoned decision on the complaint.

If the outcome of the complaint diverges from the first handling of the report and/or decision by the Company, nothing will be due to the Users involved by the Company, not even in case of temporary suspension of the Account.

- 19.7. The User acknowledges that in the event that a judicial or administrative authority, issues an order to the Company to counteract one or more specific illegal contents that results in the removal or disabling of a Content or External Link or the disabling, suspension or termination of an Account, the Company will notify the User, via e-mail indicated at the time of registration at the latest at the time when the order is acted upon or, if applicable, at the time specified in the order by the issuing authority, also providing the reason for the order, its content, the possibilities for recourse that exist under applicable law and a description of the territorial

scope of the order, as well as information on the recourse mechanisms available to the service provider and service recipients in matter .

- 19.8. The User acknowledges that the Company may receive from a judicial or administrative authority, an order to provide specific information on one or more Users: in such a case, the Company will notify the User, by e-mail indicated at the time of registration, about the receipt of the order and the action taken on the same, providing an indication regarding the reason for the order and the possibilities of recourse recognized to the User.

20. MISCELLANEOUS

- 20.1. The invalidity or ineffectiveness of any provision of these Terms and Conditions shall in no case result in the invalidity or ineffectiveness of the remainder.
- 20.2. Failure or delay on the part of either Party to exercise any of the rights, powers or faculties granted to it under these Terms and Conditions will operate as a waiver circumscribed to the individual case and will not prevent its subsequent exercise. The possible granting of extensions of time or other forms of deferral by one Party in favor of another will in no way alter the responsibilities identified by this Contract to be borne by each Party.
- 20.3. The Parties agree that any communication relating to this Agreement will be made by the User to the Company in writing, through the use of the dedicated customer service department at support@mymaia.ai and by the Company to the User by e-mail, at the address provided by the User during registration, and/or through the "Notifications" service in the appropriate section of the Application .

21. APPLICABLE LAW AND JURISDICTION

- 21.1. The law applicable to these Terms and Conditions is the law of the State of Delaware, USA.
- 21.2. For any dispute regarding the use of Maia and these Terms and Conditions, the jurisdiction shall be that provided by reason of the User's residence or elective domicile.

TO BE ADDED SEPARATELY AT THE BOTTOM, WITH SECOND FLAG AFTER THE GENERAL CONDITIONS ACCEPTANCE FLAG:

You acknowledge that you have read, understood, and expressly agree to the following clauses: **1.5; 2.1 g); 3.3; 3.6; 5.3; 5.5; 5.6; 6.1; 6.2; 6.3; 6.4; 7.8; 8.1; 8.2; 9.2; 9.3; 10; 11; 12.1; 13; 15.1; 15.2; 17; 19.6.**