

# Platform Terms of Use

## Get Together AI, Inc.

Last Modified: 1/28/2023

### Acceptance of the Terms of Use

These terms of use are entered into by and between You and Get Together AI, Inc. as well as its affiliated brands including “Scheduler AI” (“**Company**,” “**we**,” or “**us**”). The following terms and conditions, together with any documents they incorporate by reference (collectively, “**Terms of Use**”), govern your access to and use of the AI digital scheduling assistant, including any related software applications, mobile applications, or websites, including the websites or applications hosted at [gettogether.ai](https://gettogether.ai), [scheduler.ai](https://scheduler.ai) and including any content, functionality, and services offered on or through any of the preceding (collectively, the “**Platform**”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Platform. **By using the Platform or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://api.scheduler.ai/PrivacyPolicy> incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Platform.

This Platform is offered and available to users who are 13 years of age or older. By using this Platform, you represent and warrant that (i) you are of legal age to form a binding contract with Company, or (ii) you are accepting these Terms of Use with the permission of your parent or legal guardian, and such parent or legal guardian accepts these Terms of Use on your behalf to the extent that you are not able to form a binding contract with Company.

### Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Platform thereafter. Your continued use of the Platform following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### Accessing the Platform and Account Security

We reserve the right to withdraw or amend this Platform, and any service or material we provide on the Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to users, including registered users.

You are responsible for both:

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

To access the Platform or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Platform that all the information you provide on the Platform is correct, current, and complete. You agree that all information you provide to register with this Platform or otherwise, including, but not limited to, through the use of any interactive features on the Platform, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Platform or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### **Account Type**

Depending on your particular circumstances, your access to and use of the Platform may be under a personal account that you have created on the Platform (“**Personal Account**”), or on a business account that has been created for you by an employer or other organization (such party an “**Enterprise**”) that you are associated with and provided to you by that Enterprise (a “**Business Account**”), or both.

Your use of the Platform under a Business Account is subject to enterprise or organizational agreements between Company and the Enterprise through which have received a Business Account, and so your access to the Platform and the features available to you on the Platform under a Business Account may change without notice to you based upon the requests or instructions of the Enterprise, based upon the Enterprise ceasing its relationship with Company, or in other circumstances. You acknowledge and agree that your selection or purchase of certain features or uses of the Platform under a Business Account may result in additional costs and fees being charged to your Enterprise.

Depending on the preferences of your Enterprise, you may have the opportunity to contemporaneously access and use the Platform under a Personal Account and a Business Account, such that calendar information, scheduling, availability information, and other information and preferences associated with your Business Account may be available to your Personal Account for scheduling purposes, and vice versa. By using or activating such features, you represent and warrant that such features comply with your Enterprise’s information technology, security, privacy, and other policies, and that Company’s provision of such features of the Platform to you is authorized by the Enterprise.

You may also have the opportunity to access and use the Platform under a Personal Account while providing information from a calendar, messaging application, or other application that is provided to you by an employer or other organization that is not an Enterprise user of the Platform. By using or activating such features, you represent and warrant that such features comply with your organization’s information technology, security, privacy, and other policies, and that Company’s provision of such features of the Platform to you is authorized by the organization.

### **Payment Method**

When accessing and using the Platform under a Personal Account, you may have the option to select or add additional features or subscriptions and make other purchases through the Platform. When creating your Personal Account or making any purchases on the Platform, you may be required to provide a current, valid, accepted method of payment, as may be updated from time to time and which may include payment through a third party (a “**Payment Method**”). You hereby grant Company the permission to use your Payment Method for completion of any payments associated with the Platform, and to provide your Payment Method to a third-party for completion of any payments associated with the Platform as may be needed. You agree that Company and its third-party payment processors may use your Payment Method for any current purchases, any subsequent

additional purchases, any renewals of previously purchased subscriptions or features, and any other purchases that you initiate or have configured to occur through the Platform. The fees and any other charges you may incur in connection with your use of the Platform, such as taxes and possible transaction fees, will be charged to your Payment Method on the date(s) indicated in your Personal Account settings. For subscriptions and other recurring purchases, you may modify or cancel your subscription at any time by using the tools provided on the Platform in your Personal Account settings, and your access to the corresponding feature or use of the Platform will continue through the end of your current subscription. All fees paid to Company are non-refundable, and your early termination or cancellation of any subscription or other purchase will not result in a refund of amounts already paid. If your Payment Method is provided through a third party, additional details related to your Payment Method and the payment of fees may be available from the applicable third party. You authorize Company to charge any Payment Method associated with your account. You can update your Payment Methods by contacting Company or using the tools provided on the Platform. Following any update to your Payment Methods, you authorize Company to continue to charge any newly added or modified Payment Methods.

### **Intellectual Property Rights**

The Platform and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Platform for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Platform, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Platform for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Platform or any services or materials available through the Platform.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms of Use, your right to use the Platform will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by Company.

Any use of the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Company may collect and store data and information related to your use of the Platform, including communications with Third Party Users and on Third Party Channels, that is used by Company in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Platform (“**Aggregate Data**”).

You hereby unconditionally and irrevocably grant to Company an assignment of all right, title, and interest in and to the Aggregate Data, including all intellectual property rights relating thereto, and applicable to all Aggregate Data held by Company, whether created or acquired by Company prior to or after your acceptance of these Terms of Use.

### **Trademarks**

The name, logo, related terms, product and service names, designs, and slogans are trademarks of Company or its affiliates or licensors. You must not use such marks without the prior written permission of Company. All other names, logos, product and service names, designs, and slogans on this Platform are the trademarks of their respective owners.

### **Prohibited Uses**

You may use the Platform only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Platform:

- 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).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Platform, or which, as determined by us, may harm Company or users of the Platform, or expose them to liability.

Additionally, you agree not to:

- Use the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Platform, including their ability to engage in real time activities through the Platform.
- Use any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.
- Use any manual process to monitor or copy any of the material on the Platform, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Platform.

- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer, or database connected to the Platform.
- Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Platform.

### **User Contributions**

The Platform may contain, from time to time, message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, tools, and other interactive features (collectively, “**Interactive Services**”) that allow users create, post, submit, publish, display, store, transmit, or otherwise create content or materials that are intended to be shared with other users, or are otherwise of a non-confidential nature (collectively, “**User Contributions**”) on or through the Platform.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you create through the Platform will be considered non-confidential and non-proprietary. By creating any User Contribution on the Platform, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose/according to your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you Create, and you, not Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions created by you or any other user of the Platform.

### **Monitoring and Enforcement; Termination**

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Platform or the public, or could create liability for Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform.
- Terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. YOU WAIVE AND HOLD HARMLESS COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review material before it is posted on the Platform, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

### **Content Standards**

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

### **Reliance on Information Posted**

The information presented on or through the Platform 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 Platform, or by anyone who may be informed of any of its contents.

This Platform 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 Company, are solely the opinions and the responsibility of the person or entity providing

those materials. These materials do not necessarily reflect the opinion of Company. 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.

### **Changes to the Platform**

We may update the content on this Platform from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Platform may be out of date at any given time, and we are under no obligation to update such material.

### **Information About You and Your Visits to the Platform**

All information we collect on this Platform is subject to our Privacy Policy. By using the Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Linking to the Platform and Social Media Features**

You may link to portions of the Platform where such functionality is provided, 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.

This Platform may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Platform.
- Send emails or other communications with certain content, or links to certain content, on this Platform.
- Cause limited portions of content on this Platform to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Platform or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Platform other than the homepage.
- Otherwise take any action with respect to the materials on this Platform that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

### **Links from the Platform**

If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Geographic Restrictions**

We provide this Platform (i) applicable to Personal Accounts, for use only by persons located in the United States, and (ii) applicable to Business Accounts, for use in any country or region in which your Enterprise authorizes you to use the Platform. We make no claims that the Platform or any of its content is accessible or appropriate outside of the United States. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE PLATFORM, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE PLATFORM OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE),



BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF COMPANY AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT YOU HAVE PAID TO COMPANY, FOR THE APPLICABLE PRODUCT OR SERVICE OUT OF WHICH LIABILITY AROSE, IN THE LAST 3 MONTHS.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### Interactions with Third Parties on the Platform

You understand that we are a technology company that provides a communication Platform that may allow you to share information with, and receive information from, others users of the Platform, and may allow you share information with, and receive information from, third party providers of services and goods that are linked to the Platform (“Third Party Providers”). Any information you share with other users or Third Party Providers through the Platform, or in relation to the Platform, is shared at your own risk. We make no warranty for, and expressly disclaim any warranty or liability for, any information you provide to or receive from other users or Third Party Providers through the Platform, or in relation to the Platform, and you acknowledge that any use or reliance on such information is at your own risk. While we may provide some level of moderation or enforcement of information provided through or in relation the Platform, we do not, and cannot ensure the accuracy, safety, or compliance with any law or policy for any particular information. You acknowledge and agree that any interaction you choose to have with any other user of the Platform or Third Party Provider, whether on the Platform or outside the Platform, is solely at your own risk, and Company has no responsibility, liability, or obligation to you with respect to such interactions. You acknowledge and agree to take steps to protect yourself and ensure your own safety in relation to any such interactions with others users of the Platform or Third Party Provider, including but not limited to verifying the identity of those parties, reviewing public information that describes those parties, and interacting with those parties in a manner, location, time, and setting that is selected to ensure your safety. NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT ANY INFORMATION OR CONTENT RECEIVED THROUGH THE PLATFORM, ANY USERS OF THE PLATFORM, OR ANY THIRD PARTY PROVIDERS ON THE PLATFORM WILL BE ACCURATELY PRESENTED, SAFE TO USE OR RELY UPON, OR SAFE TO INTERACT WITH, WHETHER THROUGH THE PLATFORM OR OUTSIDE THE PLATFORM.

### Indemnification

You agree to defend, indemnify, and hold harmless Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys’ fees) arising out of or relating to your violation of these Terms of Use or your use of the Platform, including, but not limited to, your User Contributions, any use of the Platform’s content, services, and products other than as expressly authorized in these Terms of Use, your use of any information obtained from the Platform, your interactions with any other users of the Platform, your intetactions with any Third Party Providers, claims made by your Enterprise, claims made by Third Party Users, and claims made by owners of or participants in Third Party Channels.

### Governing Law and Jurisdiction

All matters relating to the Platform and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of Ohio without giving effect to any choice or conflict of law provision or rule

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Platform shall be instituted exclusively in the federal courts of the United States or the courts of the Ohio, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **Waiver and Severability**

No waiver by Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Feedback**

If you send or transmit any communications or materials to Company by mail, email, telephone, or otherwise, suggesting or recommending changes to the Platform, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), Company is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. You hereby assign to Company all right, title, and interest in, and Company is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Company is not required to use any Feedback.

### **Assignment**

You may not assign, transfer, or delegate any or all of your rights or obligations under these Terms of Use. Company may assign, transfer, or delegate any or all of its rights and obligations under these Terms of Use to a third party, including to a successor of all or substantially all of the assets of Company through merger, reorganization, consolidation, or acquisition, and including the transfer of any rights, licenses, or consents related to the storage and use of Feedback, Aggregate Data, User Contributions, and other data and information.

### **Consent to Receive Communications**

By providing your email, phone number, or other contact information to the Platform for the purpose of receiving certain communications from or related to the Platform, you consent to receiving such communications from Company, which may include automated emails, electronic messages, or other electronic communications, may include automated voice calls, and may include other similar communications. Consent is not a condition of any purchase. Message and data rates may apply. Message frequency varies. You can unsubscribe from any such communications at any time by updating your account settings and/or following the instructions provided with such communication (e.g., by clicking an “Unsubscribe” link in an email, or by replying STOP to a text message). For additional information, view our Privacy Policy.

### **Third Party Users & Channels**

Some uses of the Platform may allow you to schedule meetings and activities with third parties that are not registered users of the Platform (“**Third Party Users**”), which may include the Platform communicating with

you and one or several Third Party Users via text messaging, messaging applications, teamwork and collaboration applications, and other electronic communication channels in order to provide scheduling related communications to Third Party Users, and receive scheduling related responses from Third Party Users. By using such features of the Platform, you represent and warrant that (i) such Third Party Users have consented to receiving communications initiated by you through the Platform, and having their communications received by the Platform; and (ii) such Third Party Users have read and accepted these Terms of Use.

Some uses of the Platform may allow you to schedule meetings and activities using third party communication channels, which may include text messaging, messaging applications, teamwork and collaboration applications, and other electronic communication channels that are controlled by a third party organization (“**Third Party Channels**”) in order to provide scheduling related communications to Third Party Users and other participants in those channels, and receive scheduling related responses from the same. By using such features of the Platform, you represent and warrant that (i) the owners or providers of such Third Party Channels have consented to receiving communications initiated by you through the Platform, and having communications on the Third Party Channels received by the Platform; and (ii) the participants on those Third Party Channels are registered users or Third Party Users of the Platform.

You acknowledge and agree that your use of the Platform with Third Party Users and on Third Party Channels is at your sole risk of liability or loss, and that you are responsible for any breach of these Terms of Use by a Third Party User or participant on a Third Party Channel as if the corresponding action or omission was performed by you.

### **Entire Agreement**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Company regarding the Platform and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Platform.

### **Your Comments and Concerns**

The Platform, including any software applications, websites, or other services, is operated by Get Together AI, Inc. and all feedback, comments, requests for technical support, and other communications relating to the Platform should be directed to: [help@gettogether.ai](mailto:help@gettogether.ai).