

## **AMPLIO.AI TERMS OF SERVICE**

**Effective July 1, 2021**

### **What's covered in these terms**

We know it's tempting to skip these Terms of Service, but it's important to establish what you can expect from us as you use Amplio.ai services, and what we expect from you.

These Terms of Service reflect the way Amplio.ai's business works, the laws that apply to our company, and certain things we've always believed to be true. As a result, these Terms of Service help define Amplio.ai's relationship with you as you interact with our services. For example, these terms include the following topic headings:

- What you can expect from us, which describes how we provide and develop our services
- What we expect from you, which establishes certain rules for using our services
- Content in Amplio.ai services, which describes the intellectual property rights to the content you find in our services — whether that content belongs to you, Amplio, or others
- In case of problems or disagreements, which describes other legal rights you have, and what to expect in case someone violates these terms

Understanding these terms is important because, by using our services, you're agreeing to these terms.

Besides these terms, we also publish a Privacy Policy. Although it's not part of these terms, we encourage you to read it to better understand how you can update, manage, export, and delete your information.

### **Service provider**

Amplio.ai's services are provided by, and you're contracting with

Amplio.ai, Inc

organized under the laws of the State of Delaware, USA, and operating under the laws of the USA

43877 Paramount Place

Chantilly, VA 20152

USA

### **Age requirements**

If you're under the age of 18, you must have your parent or legal guardian's permission to use/create an Amplio Account. Please have your parent or legal guardian read these terms with you.

If you're a parent or legal guardian, and you allow your child to use the services, then these terms apply to you and you're responsible for your child's activity on the services.

### **Your relationship with Amplio**

These terms help define the relationship between you and Amplio. Broadly speaking, we give you permission to use our services if you agree to follow these terms, which reflect how Amplio.ai's business

works and how we earn money. When we speak of “Amplio,” “we,” “us,” and “our,” we mean Amplio.ai, Inc and its affiliates.

### **What you can expect from us:**

Provide a broad range of useful services

We provide a broad range of services that are subject to these terms, including:

- apps and websites
- Ai platforms like Omipar
- Integrated services
- Custom services

Our services are designed to work together, making it easier for you to move from one activity to the next and still have access to the same digital twin

### **Improve Amplio services**

We’re constantly developing new technologies and features to improve our services. As part of this continual improvement, we sometimes add or remove features and functionalities, increase or decrease limits to our services, and start offering new services or stop offering old ones.

If we make material changes that negatively impact your use of our services or if we stop offering a service, we’ll provide you with reasonable advance notice and an opportunity to export your content from your Amplio Account, except in urgent situations such as preventing abuse, responding to legal requirements, or addressing security and operability issues.

### **What we expect from you**

Follow these terms:

The permission we give you to use our services continues as long as you meet your responsibilities in these terms. Although we give you permission to use our services, we retain any intellectual property rights we have in the services.

### **Respect others**

Many of our services allow you to interact with others. We want to maintain a respectful environment for everyone, which means you must follow these basic rules of conduct:

- comply with applicable laws, including export control, sanctions, and human trafficking laws
- respect the rights of others, including privacy and intellectual property rights
- don’t abuse or harm others or yourself (or threaten or encourage such abuse or harm) — for example, by misleading, defrauding, defaming, bullying, harassing, or stalking others
- do not abuse, harm, interfere with, or disrupt the services.

## **Permission to use your content**

Some of our services are designed to let you upload, submit, store, send, receive, or share your content. You have no obligation to provide any content to our services and you are free to choose the content that you want to provide. If you choose to upload or share content, please make sure you have the necessary rights to do so and that the content is lawful.

## **License**

Your content remains yours, which means that you retain any intellectual property rights that you have in your content. For example, you have intellectual property rights in the creative content you make, such as reviews you write. Or you may have the right to share someone else's creative content if they've given you their permission.

We need your permission if your intellectual property rights restrict our use of your content. You provide Amplio with that permission through this license.

## **What's covered**

This license covers your content if that content is protected by intellectual property rights.

## **What's not covered**

This license doesn't affect your privacy rights — it's only about your intellectual property rights

This license doesn't cover these types of content:

- publicly-available factual information that you provide doesn't require a license because it's considered common knowledge that everyone's free to use.
- feedback that you offer, such as suggestions to improve our services. Feedback is covered in the Service-related communications section below.

## **Scope**

This license is:

- worldwide, which means it's valid anywhere in the world
- non-exclusive, which means you can license your content to others
- royalty-free, which means there are no fees for this license

## **Rights**

This license allows Amplio to:

- host, reproduce, distribute, communicate, and use your content — for example, to save your content on our systems and make it accessible from anywhere you go
- Publish, publicly perform, or publicly display your content, if you've made it visible to others
- modify and create derivative works based on your content, such as reformatting or translating it
- sublicense these rights to:
  - other users to allow the services to work as designed, such as enabling you to share your avatar with people you choose

- our contractors who've signed agreements with us that are consistent with these terms, only for the limited purposes described in the Purpose section below

## **Purpose**

This license is for the limited purpose of:

- operating and improving Amplio services, which means allowing the services to work as designed and creating new features and functionalities. This includes using automated systems and algorithms to analyze your content:
  - for spam, malware, and illegal content
  - to recognize patterns in data
  - to customize our services for you, such as providing recommendations and personalized results

This analysis occurs as the content is sent, received, and when it is stored.

- using content you've shared publicly to promote the services.
- developing new technologies and services for Amplio consistent with these terms

## **Duration**

This license lasts for as long as your content is protected by intellectual property rights.

## **In case of problems or disagreements**

By law, you have the right to (1) a certain quality of service, and (2) ways to fix problems if things go wrong. These terms don't limit or take away any of those rights. For example, if you're a consumer, then you continue to enjoy all legal rights granted to consumers under applicable law.

## **Warranty**

We provide our services using reasonable skill and care. If we don't meet the quality level described in this warranty, you agree to tell us and we'll work with you to try to resolve the issue.

## **Disclaimers**

The only commitments we make about our services (including the content in the services, the specific functions of our services, or their reliability, availability, or ability to meet your needs) are described in the Warranty section, or provided under applicable laws. We don't make any other commitments about our services.

And unless required by law, we don't provide implied warranties, such as the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **Liabilities**

For all users

These terms only limit our responsibilities as allowed by applicable law. Specifically, these terms don't limit Amplio's liability for death or personal injury, fraud, fraudulent misrepresentation, gross negligence, or willful misconduct.

Other than the rights and responsibilities described in this section (In case of problems or disagreements), Amplio won't be responsible for any other losses, unless they're caused by our breach of these terms or service-specific additional terms.