

GIXSYSTEMS, INC.

WEBSITE TERMS OF USE

Last Updated: October, 2025

These Website Terms of Use (the “Terms”) are a legally binding agreement between you (referred to as “you” or “User”) and GixSystems, Inc. (“GixSystems,” “we,” “us,” or “our”). These Terms govern your access to and use of the GixSystems website located at <https://gixsystems.ai> (the “Website”). By accessing or using the Website, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy (incorporated herein by reference). If you do not agree to all of these Terms, you must not use the Website.

PLEASE READ THESE TERMS CAREFULLY. THEY CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER IN SECTION 13 THAT AFFECT YOUR RIGHTS. BY USING THE WEBSITE, YOU AGREE TO RESOLVE DISPUTES WITH GIXSYSTEMS THROUGH INDIVIDUAL ARBITRATION RATHER THAN IN COURT.

1. ACCEPTANCE OF TERMS

By using or accessing the Website, you represent that: (a) you are at least 18 years old (or the age of legal majority in your jurisdiction); (b) you have the legal capacity to enter into a binding contract; and (c) you accept these Terms and agree to abide by them. If you are using the Website on behalf of an organization, you represent that you have the authority to bind that entity to these Terms, in which case “you” shall refer to the entity. Do not use the Website if you do not agree to these Terms.

We may modify or update these Terms from time to time in our sole discretion. All changes will be effective when posted on the Website with a new “Last Updated” date. We will indicate at the top of this page when these Terms were last revised. Your continued use of the Website after we post changes constitutes your acceptance of the updated Terms. It is your responsibility to review these Terms periodically for any changes.

2. ABOUT THE WEBSITE

GixSystems provides the Website for informational purposes only, to share information about our company, our semiconductor chip architectures, and related technical content. No account registration or user login is required to use the Website. The Website does not offer interactive services, user-generated content forums, subscriptions, or e-commerce transactions. Aside from a general contact form which you may use to send inquiries to us, there are no features that allow you to upload content or provide materials to the Website. By using this Website, you understand that it is intended solely to provide general information about GixSystems and its technologies. Nothing on the Website constitutes professional advice, an offer for sale, or any form of service contract with you.

3. PRIVACY POLICY

Any personal information that we collect through your use of the Website (for example, information you submit through our contact form) will be handled in accordance with our Privacy Policy. By using the Website, you consent to the collection, use, and disclosure of your information as described in our Privacy Policy. We encourage you to review the Privacy Policy to understand how we collect and safeguard your information.

4. ELIGIBILITY

The website is intended for use by individuals who are 18 years of age or older. By accessing or using the Website, you represent and warrant that you meet this age requirement. You also represent that you are not barred from using the Website under any applicable laws, and that you will only use the Website in compliance with all applicable laws and regulations. You further represent that you are not a competitor of GixSystems and will not use the Website to gain competitive advantages or for purposes that are to GixSystems' detriment. GixSystems reserves the right to refuse access to the Website (or any portion of it) to anyone who violates these eligibility requirements or any other provision of these Terms.

5. LICENSE AND PERMITTED USE

Subject to your compliance with these Terms, GixSystems grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Website and its content for your personal, non-commercial informational use only. This means you may view and browse the material on our Website for your own information and learning. You are permitted to make temporary copies of Website content as necessary to load and view the pages in your web browser, and you may print one copy of a reasonable number of Website pages for your personal reference.

- a. Allowed Uses: For clarity, under this license you may, for example: (i) Temporarily store copies of Website content in your computer's RAM or cache as incidental to your viewing the Website. (ii) Print or download one copy of limited portions of the content on the Website for your personal, non-commercial use (for example, to read offline), provided that you retain all copyright or proprietary notices on such materials.
- b. Except for the limited personal use rights granted above, no other use of the Website or its content is permitted. You must NOT: (i) Reproduce, distribute, modify, publicly display, publicly perform, republish, download, store, transmit, or create derivative works of any part of the Website or its content, except as expressly allowed by these Terms. (ii) Remove, delete, alter, or obscure any copyright, trademark, or other proprietary rights notices displayed on the Website or on any content copied or printed from the Website.

If you wish to use any content on the Website in a manner not expressly permitted by these Terms, you must first obtain written permission from GixSystems. We reserve the right to refuse such requests in our discretion. No right, title, or interest in the Website or any content on the Website is transferred to you by virtue of permitting you to access it, and GixSystems and its licensors retain all rights not expressly granted.

6. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

All content and materials on the Website – including but not limited to text, descriptions, data, graphics, logos, diagrams of chip architectures, photographs, videos, software, and overall Website design are the exclusive property of GixSystems, Inc. or its affiliates or licensors. This content is protected by United States and international intellectual property laws, including copyright, trademark, patent, and trade secret laws. GixSystems owns all intellectual property rights in and to the Website and its content.

You acknowledge that GixSystems retains all rights, title, and interest in its Website content and technology. Except for the limited viewing license granted to you in Section 5, nothing in these Terms transfers to you any ownership of or license to GixSystems' patents, copyrights, trademarks, trade secrets, or other proprietary rights. All rights are reserved by GixSystems and its licensors. You agree that you will not copy, reproduce, distribute, publicly display, perform, publish, transmit, license, sublicense, sell, or otherwise exploit any portion of the Website without prior written consent from GixSystems.

Trademarks: The GixSystems name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks or service marks of GixSystems, Inc. or its affiliates. You are not permitted to use any GixSystems trademarks without our prior written approval. All other marks on the Website are the property of their respective owners, and use of those marks may be subject to others' terms.

7. PROHIBITED CONDUCT

You agree to use the Website only for lawful purposes and in accordance with these Terms. You must not do any of the following while accessing or using our Website:

- a. Copy or redistribute content: You shall not duplicate, download (except as permitted for personal use in Section 5), upload, repost, transmit, or reuse any content from the Website for any public or commercial purpose without our express written permission.
- b. Modify or create derivative works: You shall not adapt, alter, or create derivative works based on the Website or any content or technology of GixSystems.
- c. Reverse engineer or interference: You shall not reverse engineer, decompile, disassemble, or attempt to discover the source code or underlying algorithms of any portion of the Website or any software used on the Website. Likewise, you must not attempt to bypass or defeat any security or encryption measures used by the Website.
- d. Unauthorized access: You shall not attempt to gain unauthorized access to any portion or feature of the Website, other users' data (if any), or any systems or networks connected to the Website, by hacking, password "mining," or any other illegitimate means.
- e. Introduce harmful material: You shall not transmit or introduce any viruses, Trojan horses, worms, logic bombs, or any other malicious or technologically harmful code or material into the Website or its servers.
- f. Excessive or automated use: You shall not use any robot, spider, script, crawler, scraper, or other automated means to access the Website for any purpose without our prior written consent. You also agree not to "frame," "mirror," or otherwise simulate the appearance or function of the Website. Excessive use that imposes an unreasonable load on our infrastructure is prohibited.

- g. Illegal or harmful activities: You shall not use the Website in any manner that violates any applicable law or regulation, or in any manner that is defamatory, fraudulent, obscene, harassing, threatening, or invasive of another's privacy or rights.
- h. Competitive use: You shall not utilize information or content from our Website to develop or operate a competing business or service, or otherwise use the Website for any purpose that is to GixSystems' commercial disadvantage.
- i. No harassment or offense: You shall not use the Website to harass, stalk, impersonate, or harm any individual, or to distribute unlawful, defamatory, or otherwise objectionable content. (Note: As the Website does not provide user forums, this includes any misuse of our contact form or communication channels.)

If you engage in any of the above prohibited conduct or otherwise violate these Terms, GixSystems reserves the right to take appropriate action, which may include terminating or suspending your access to the Website (see Section 11 below) and/or pursuing any legal remedies available. You are responsible for any losses or damages incurred by GixSystems resulting from your breach of this Section or any other provision of these Terms.

8. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless GixSystems, Inc., its affiliates, and their respective officers, directors, employees, agents, and representatives (collectively, the "Indemnitees") from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to any third-party claim brought against any Indemnatee due to or as a result of: (i) your violation of these Terms or any applicable law; (ii) your negligence, fraud, or willful misconduct; (iii) any information or data you provide to GixSystems (including, for example, information submitted through the contact form) that is incorrect, inaccurate, or violates any third party's rights; or (iv) your violation of any other party's legal rights or your misuse of the Website.

GixSystems reserves the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with our defense of such claims. You will not settle any claim affecting an Indemnatee without the prior written consent of GixSystems.

9. DISCLAIMER AND WARRANTIES

YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. The Website and all content available on it are provided on an "AS IS" and "AS AVAILABLE" basis, without any warranties of any kind, either express or implied. To the fullest extent permitted by law, GixSystems disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and any warranties arising out of course of dealing or usage of trade.

In particular, GixSystems makes no representation or warranty that: (i) the content on the Website is accurate, complete, reliable, up-to-date, or error-free; (ii) the Website will be uninterrupted, secure, or free of errors or viruses; (iii) any defects will be corrected; or (iv) the Website or the server that makes it available are free of viruses or other harmful components.

Any material obtained through the Website is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from use of the Website. No advice or information, whether oral or written, obtained by you from GixSystems or through the Website shall create any warranty not expressly stated in these Terms.

Informational Content: The content provided on the Website (including descriptions of chip architectures or technical information) is for general informational purposes only. GixSystems does not guarantee that any information on the Website is suitable for your particular needs or that it should be relied upon for making decisions. No advice or consultancy relationship is formed by your use of the Website. Before making decisions based on information from our Website, you should verify the information independently and/or consult professional advisors as appropriate.

10. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, GixSystems and its affiliates, and their respective officers, directors, employees, and agents, shall not be liable to you or any third party for any indirect, consequential, exemplary, incidental, special, or punitive damages (including, without limitation, loss of profits, loss of data, or loss of goodwill) arising out of or in connection with your access to or use of (or inability to use) the Website, or reliance on any content on the Website, whether based on warranty, contract, tort (including negligence), or any other legal theory, even if GixSystems has been advised of the possibility of such damages.

In particular, GixSystems will not be liable for any damage or losses caused by: (i) errors, mistakes, or inaccuracies in any content on the Website; (ii) personal injury or property damage resulting from your access to or use of the Website; (iii) any unauthorized access to or use of our servers or any personal information stored therein; (iv) any interruption or cessation of transmission to or from the Website; (v) any bugs, viruses, Trojan horses, or other harmful code that may be transmitted to or through the Website by any third party; or (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, or otherwise made available via the Website.

Maximum Liability: In no event shall the aggregate liability of GixSystems for all claims arising under or relating to these Terms or the Website exceed the greater of (a) the total amount (if any) you have paid to GixSystems for specific use of the Website in the last twelve (12) months, or (b) US \$100. The existence of multiple claims or suits under or related to these Terms will not enlarge or extend the limitation of money damages.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation of liability for incidental or consequential damages. To the extent that applicable law does not allow the exclusion of certain warranties or the limitation of liability set forth in this Section, the relevant exclusions and limitations shall apply to you only to the maximum extent permitted by such law. In such cases, GixSystems' liability will be limited to the fullest extent permitted by law.

11. THIRD-PARTIES

The Website may contain links to third-party websites or resources that are not owned or controlled by GixSystems (for example, links to articles, research, or partner websites). These links are provided for your convenience only. GixSystems does not endorse and is not responsible for the availability, content, advertising, products, services, or other materials on or available from such third-party sites or resources. When you click on a third-party link, you will leave our Website and go to a site that is outside of our control.

Any use of third-party websites or resources is at your own risk. Third-party websites are governed by their own terms of use and privacy policies, which you should review. GixSystems will not be liable for any loss or damage that may arise from your use of third-party sites or resources. If you have any concerns regarding any external link, you should direct your concerns to the administrator of that third-party site.

12. TERMINATION

These Terms remain in full force and effect while you use the Website. You may stop using the Website at any time if you no longer agree to be bound by the Terms. Because we do not require user accounts for this Website, you may simply discontinue accessing the Website to terminate this agreement.

GixSystems, however, reserves the right to suspend or terminate your access to the Website (or certain portions of the Website) at any time, with or without notice, for any reason, including if we reasonably believe that you have violated these Terms or you are otherwise using the Website in a manner that could cause us legal liability or disrupt others' use of the Website. In the event of termination or suspension, your right to use the Website will cease immediately.

All provisions of these Terms which by their nature should survive termination (including but not limited to provisions relating to intellectual property, indemnification, disclaimers, limitation of liability, and dispute resolution) shall survive any termination or expiration of these Terms and remain in effect. Termination of your access or use of the Website will not waive or affect any other right or relief to which GixSystems may be entitled at law or in equity.

13. GOVERNING LAW AND JURISDICTION

These Terms and any dispute or claim arising out of or related to the Terms or your use of the Website shall be governed by the laws of the State of California, United States, without regard to its conflict of laws principles. The U.S. Federal Arbitration Act (9 U.S.C. § 1 et seq.) will govern the interpretation and enforcement of the Arbitration Agreement in Section 14.

Subject to the Dispute Resolution and Arbitration provisions in Section 14 below, you and GixSystems agree to submit to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California for the resolution of any legal proceedings (other than small claims actions or requests for injunctive relief as provided in Section 14) that arise from or relate to these Terms or your use of the Website. You and GixSystems hereby waive any objection to the exercise of jurisdiction over you by such courts and to venue in such courts.

14. MISCELLANEOUS

- a. Entire Agreement. These Terms (together with our Privacy Policy) constitute the entire agreement between you and GixSystems regarding your use of the Website, and supersede any prior or contemporaneous understandings and agreements, whether written or oral, on that subject. No oral or written information or advice given by GixSystems, its agents, or employees will create a warranty or in any way increase the scope of the obligations under these Terms, unless expressly included herein.
- b. Waiver. No waiver by GixSystems of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or any other term, and any failure of GixSystems to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.
- c. Severability. If any provision of these Terms is held by a court of competent jurisdiction (or arbitrator) to be invalid, void, or unenforceable, that provision shall be deemed severable from the remaining provisions of these Terms and shall not affect the validity and enforceability of the rest of the Terms. The remaining provisions shall remain in full force and effect and shall be construed so as to best effectuate the intention of the parties in agreeing to these Terms.
- d. Assignment. You may not assign or transfer any of your rights or obligations under these Terms without the prior written consent of GixSystems. Any attempted assignment without such consent will be null and void. GixSystems may freely assign or transfer its rights and obligations under these Terms without restriction and without notice to you. These Terms will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
- e. No Agency. No joint venture, partnership, employment, or agency relationship exists between you and GixSystems as a result of these Terms or your use of the Website. You do not have any authority to bind GixSystems in any respect.
- f. Force Majeure. GixSystems will not be liable for any failure or delay in performance of its obligations under these Terms arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, cyber-attacks, pandemics, national or regional emergencies, acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

If you have any questions or concerns about these Terms of Use, or need to contact GixSystems for any reason, please email us at info@gixsystems.ai or write to us at the mailing address provided above.

Thank you for visiting GixSystems' Website and for reviewing our Terms of Use. Enjoy your visit, and please use the information on our site responsibly and in accordance with these Terms.