

TERMS AND CONDITIONS

Welcome to Griot Legacy!

Griot Legacy is owned and operated by Griot Legacy, LLC.

These are the terms and conditions for:

- **Griot Legacy App (Available on Google Play and App store)**
- <https://griotlegacy.com>

By accessing and registering on the Griot Legacy platform, you agree to be bound by these terms and conditions and our Privacy Policy. If you do not accept all of these Terms, then you may not use our platform and services. In these terms and conditions, the words “platform” refer to the Griot Legacy application, “we”, “us”, “our” and “Griot Legacy” refers to Griot Legacy LLC and “you” and “user” refers to you, the user of Griot Legacy.

The use of the platform means that you agree to these terms and conditions as set out below (“Terms”). PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING, USING OR OBTAINING ANY MATERIALS, INFORMATION OR SERVICES.

1. ELIGIBILITY

You may use the platform and services only in compliance with these terms and all applicable local, state, national, and international laws, rules, and regulations.

The use of this platform for children under 13 years is prohibited and older children should be supervised and given appropriate guidance in their use of our platform and services. It is the responsibility of parents and legal guardians to determine whether any of the content and/or services are appropriate for their child.

You represent and warrant that all registration information you submit is accurate and truthful; and that your use of the platform does not violate any applicable law or regulation. Griot Legacy may, in its sole discretion, refuse use of the platform to any user and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the platform is revoked in such jurisdictions.

By using the platform, you represent and warrant that you have the full right, power and authority to enter into this agreement and to fully perform all of your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into this agreement.

2. USERS

If you wish to register as a user for the purpose of using the platform and the functionalities available on the platform, you must read this agreement and indicate your acceptance during the registration process. In consideration of your use of the platform, you agree and undertake

to provide true, accurate, current and complete information about yourself as prompted by the registration form available on Griot Legacy and to maintain and promptly update your registration data to keep it true, accurate, current and complete. If we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Griot Legacy reserves the right to suspend or terminate your account and refuse any and all current or future use of the platform at any time and without any prior notice.

Users may share personal, professional and business information through their profile with other users. Any information that users provide and share through the platform is the sole responsibility of the users themselves. Users are free to provide and share information, but are responsible for the use of such information, its publication and disclosure. Griot Legacy is not responsible for the information provided and shared by users through the platform.

3. ACCOUNT

If you register on Griot Legacy, you will be required to choose a password, and you may be asked for additional information regarding your account. You are responsible for maintaining the confidentiality of your password and account information, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Griot Legacy of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you log out from your account at the end of each session. You may never use another User's account without prior authorization from Griot Legacy. Griot Legacy will not be liable for any loss or damage arising from your failure to comply with this agreement.

By providing Griot Legacy with your email address and phone number you consent to our use of your email address to send you notices about the service and products, including those required by law. We may also use your email address and phone number to send you notifications, push notifications and other messages, such as changes to service features, news, and special content. If you do not wish to receive these emails, you may opt-out of receiving them by sending us your withdrawal request via the contact information or by using the "unsubscribe" option in the emails or mobile notifications. Opting out may prevent you from receiving emails about updates, news or special content.

Users may cancel their accounts at any time and for any reason by following the instructions on the platform or by sending us their request through our contact information. That termination will only result in the deletion of the account and the deletion of all the personal data granted to Griot Legacy.

Griot Legacy reserves the right to terminate your account or your access immediately, with or without notice to you, and without liability to you, if Griot Legacy believes that you have breached any of these terms, furnished Griot Legacy with false or misleading information, or interfered with use of the platform or the service by others.

4. LICENSE TO USE THE PLATFORM

Griot Legacy gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Griot Legacy as part of the services. This license

is for the sole purpose of enabling you to use and enjoy the benefit of the services as provided by Griot Legacy, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

The user agrees not to use the platform and the services negligently, for fraudulent purposes or in an unlawful manner. Likewise, the user agrees not to partake in any conduct or action that could damage the image, interests or rights of the Griot Legacy platform or third parties.

This service prohibits sending of messages, that: (1) Any kind of messages that are catalogued as SPAM. (2) Are harassing, abusive, defamatory, obscene, in bad faith, unethical or otherwise illegal content (3) distribute trojans, viruses or other malicious computer software (4) Are intending to commit fraud, impersonating other persons, phishing, scams, or related crime (5) distribute intellectual property without ownership or a license to distribute such property (6) Breach, in any way, the terms of service, privacy policy or rules of this web site or the recipients.

Griot Legacy reserves the right to terminate your access immediately, with or without notice, and without liability to you, if Griot Legacy believes that you have violated any of these terms or interfered with the use of the platform or service by others.

5. ADDITIONAL STORAGE

Users will be able to purchase additional digital storage through the application. Additional digital storage plans will be paid for through the payment methods and processors available on the platform (PayPal). The payment will be charged to the user's PayPal account balance immediately after making the purchase for the corresponding additional digital storage plan. The corresponding additional digital storage will be activated and available for the user's use immediately after the payment process is completed. Once the transaction is processed, we will send you an electronic receipt of the transaction to the email address you provide.

If you find any inconsistency in your billing, please contact us through our contact details or you can make the claim through the customer service of the relevant payment platform.

If you pay by credit card and your card is declined, you will receive an error message. No payment will be charged to your card and no purchase will be processed. There may be a pending transaction on your account until your card issuing bank withdraws the authorization. This usually takes 2 to 5 business days. Your card may be declined for a number of reasons, such as insufficient funds, AVS (Address Verification System) mismatch, or you have entered an incorrect security code.

If your payment is declined, you will need to provide an alternative payment method or provide another card on which the payment can be charged and processed.

Your payment details will be treated and safeguarded securely and for the sole purpose of processing transactions within the platform. Griot Legacy reserves the right to contract any payment platform available on the market, which treats your data for the sole purpose of processing transactions within the platform.

6. DISCLAIMER

Content stored and shared on the platform (videos, images and audio files) by users are not offered or provided by Griot Legacy. Griot Legacy's services are limited to providing the platform on which users can store and share such content.

Griot Legacy is not responsible for the accuracy, safety or legality of content stored and posted by users on the website.

Griot Legacy makes no representations about the content stored and shared by users on the platform. The use of the content available on the platform is at your own risk and responsibility.

Griot Legacy is not responsible for damages to the physical or moral integrity of persons, such as injury, death or any other moral damage such as threats, insults and slander that may fall on a natural person, as a result of the communications established on the platform. The communications and relationships established between users as a result of any connection within the Griot Legacy platform are the sole and exclusive responsibility of the users.

In the event that one or more users or any third party initiates any type of claim or legal action against another user or users, each and every user involved in such claims or actions exempts Griot Legacy from any liability.

7. CONTENT

Through the platform Griot Legacy may make available to users, commercial and advertising information, own or third parties in accordance with good business practices. In these cases, Griot Legacy does not endorse, guarantee or commit its responsibility for the services and / or products marketed by these third parties, since the platform serves as a channel of communication and advertising, but not as a tool for the provision of services. Consequently, it is the full responsibility of the users to access the sites that refer advertising, assuming the obligation to verify and know the terms of the services offered by third parties.

8. THIRD-PARTY MATERIALS.

“Third-Party Materials” means any content, images, videos, texts or other material that is owned by a third party, such as stock images, videos and texts. Such Third-Party Materials are subject to the applicable third-party terms and licenses, and may only be used as permitted by such terms and licenses.

9. COPYRIGHT

All content included on this platform, such as text, graphics, logos, images, videos, audio clips, data compilations and software, is the property of Griot Legacy and its user content providers and is protected by international copyright laws. The compilation of all content on this site is the exclusive property of Griot Legacy and its user content providers and is protected by international copyright laws. All software used on this platform is the property of Griot Legacy or its software suppliers and is protected by international copyright laws.

Users may store and share content through the platform. By storing and sharing your content through Griot Legacy, you agree and consent that your content may be publicly displayed on the platform and may be shared by other users of the platform. By storing and sharing your content and that of other users, you also agree not to modify or remove, directly or indirectly, any copyright, trade name, service mark, trademark or any other property appearing in the content available on Griot Legacy. Any alteration or use of content outside the guidelines of these terms violates intellectual property rights and may be subject to claims or lawsuits. By accessing our platform, you do not have any right or title to the content available or other intellectual property.

10. COPYRIGHT INFRINGEMENT (Digital Millennium Copyright Act)

Griot Legacy will respond to all inquiries, complaints and claims regarding alleged infringement for failure to comply with or violation of the provisions contained in the Digital Millennium Copyright Act. Griot Legacy respects the intellectual property of others, and expects users to do the same. If you believe, in good faith, that any material provided on or in connection with the "Griot Legacy" website infringes your copyright or other intellectual property right, please send us your copyright infringement request pursuant to Section 512 of the Digital Millennium Copyright Act, via our contact information, with the following information:

- Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers or a statement regarding ownership of the work should be included.
- A statement that specifically identifies the location of the infringing material, in sufficient detail so that Griot Legacy can find it on the "Griot Legacy" website. Note that providing a top-level URL is not sufficient.
- Your name, address, telephone number and email address.
- A statement by you that you have a good faith belief that the use of the allegedly infringing material is not authorized by the copyright owner, or its agents, or by law.
- A statement by you, made under penalty of perjury, that the information in your notification is accurate, and that you are the copyright owner or authorized to act on its behalf.
- An electronic or physical signature of the copyright owner or of the person authorized to act on the copyright owner's behalf.

Upon receipt of a request for copyright infringement under the Copyright Act, Griot Legacy will contact the allegedly infringing user so that the user may respond to the request in accordance with the terms contained in the Digital Millennium Copyright Act.

Responses to copyright infringement requests must contain the following:

- The physical or electronic signature of the user;

- The identification of the content that has been removed or the place where the content was posted;
- A statement, under oath, indicating a good faith belief that the content or material was removed due to an error.
- The name, address and telephone number of the user; and
- A statement that the user consents to the jurisdiction of the court in which the user is located.

All copyright infringement requests and responses may be submitted through our contact information.

11. USER CONTENT

Some features of the platform allow users to provide and upload content, which can be composed of messages, images, video, text and others, and publish that user content on the platform. The user retains any copyrights he may have on the user content he publishes on the platform. However, we need some permission from you to publish the content. Griot Legacy is not responsible for the accuracy, security or legality of user content published on the platform. Users are solely and exclusively responsible for their content and the consequences of publishing their content on the platform. Griot Legacy, nor its directors, agents, employees and partners shall have any responsibility for the content published by users on the platform.

By providing, publishing and sharing content through the platform, you grant Griot Legacy a worldwide, non-exclusive, royalty-free and fully paid (with the right to sublicense) right and license to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting to display and distribute your user content, in whole or in part on the platform and through any media channel.

12. USER CONTENT REPRESENTATIONS AND WARRANTIES

Griot Legacy disclaims any and all liability in connection with user content. You are solely responsible for your user content and the consequences of providing user content via the platform. By providing user content via the platform, you affirm, represent, and warrant that:

- You are the creator and owner of the user content, or have the necessary licenses, rights, consents, and permissions to authorize Griot Legacy and users of the service to use and distribute your user content as necessary to exercise the licenses granted by you in this section, in the manner contemplated by Griot Legacy, the service, and these Terms.
- Your user content, and the use of your user content as contemplated by these Terms, does not and will not: (i) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame,

libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause Griot Legacy to violate any law or regulation.

- Your user content should not contain information or content about politics or religion.
- Your user content must be related only to the business published on the platform. No other content is allowed.
- Your user content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.
- Your user content does not and will not contain hateful content, a threat of physical harm, or harassment.

13. USER CONTENT DISCLAIMER

We are under no obligation to edit or control user content that you or other users post or publish, and will not be in any way responsible or liable for user content. Griot Legacy may, however, at any time and without prior notice, screen, remove, edit, or block any user content that in our sole judgment violates these Terms or is otherwise objectionable. You understand that when using the service, you will be exposed to user content from a variety of sources and acknowledge that user content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Griot Legacy with respect to user content. If notified by a user or content owner that user content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the user content, which we reserve the right to do at any time and without notice. For clarity, Griot Legacy does not permit copyright-infringing activities on the service.

14. CONTENT REVIEW

Griot Legacy does not control and does not have any obligation to monitor: (a) User content; (ii) Any content made available by third parties; or (iii) the use of the services by its users. You acknowledge and agree that Griot Legacy reserves the right to, and may from time to time, monitor any and all information transmitted or received through the service for operational and other purposes. If at any time Griot Legacy chooses to monitor the content, Griot Legacy still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy.

15. ACCURACY AND TIMELINESS OF INFORMATION

We do not guarantee that the information available on the platform is accurate, complete or updated. The content of this platform is provided for general information and should not be taken as a professional advice, please consult other more reliable and accurate sources. Any use of the material provided on this platform is at your own risk.

16. PROHIBITED ACTIVITIES

The content and information available on the platform (including, but not limited to, data, information, text, sound, photos, graphics, video, icons or other material), as well as the infrastructure used to provide such content and information, is the property of Griot Legacy or the respective users content providers. Based on this information, the following activities are prohibited:

- Use the services or content for any commercial purpose, outside the scope of those commercial purposes explicitly permitted under this agreement and related guidelines as made available by Griot Legacy.
- Access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy or otherwise exploit any content of the services, including but not limited to, using any robot, spider, scraper or other automated means or any manual process for any purpose not in accordance with this agreement or without our express written permission.
- Violate the restrictions in any robot exclusion headers on the services or bypass or circumvent other measures employed to prevent or limit access to the services.
- Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure.
- Deep-link to any portion of the platform for any purpose without our express written permission.
- "Frame", "mirror" or otherwise incorporate any part of the services into any other platforms or service without our prior written authorization.
- Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by Griot Legacy.
- Circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any content.

17. DISCLAIMER OF WARRANTIES

Griot Legacy will provide its services with reasonable skill and care but does not give any guarantees, warranties or representations in respect of any other person's services.

Because of the nature of the Internet Griot Legacy provide and maintains the platform on an "as is", "as available" basis and makes no promise that use of the platform will be uninterrupted or entirely error free. We are not responsible to you if we are unable to provide our Internet services for any reason beyond our control.

Our platform may from time to time contain links to other platforms which are not under the control of and are not maintained by us. These links are provided for your convenience only and we are not responsible for the content of those sites.

Except as provided above we can give no other warranties, conditions or other terms, express or implied, statutory or otherwise and all such terms are hereby excluded to the maximum extent permitted by law.

You will be responsible for any breach of these terms by you and if you use the platform in breach of these terms you will be liable to and will reimburse Griot Legacy for any loss or damage caused as a result.

Griot Legacy will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control including without limitation Internet outages, communications outages, fire, flood, war or act of God.

These terms do not affect your statutory rights as a consumer which are available to you.

Subject as aforesaid, to the maximum extent permitted by law, Griot Legacy excludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect or consequential loss whether or not such arises out of any problem you notify to Griot Legacy and Griot Legacy shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:

- Any incorrect or inaccurate information on the platform.
- The infringement by any person of any Intellectual Property Rights of any third party caused by their use of the platform or any product or service purchased through the platform.
- Any loss or damage resulting from your use or the inability to use the web site or resulting from unauthorized access to, or alteration of your transmissions or data in circumstances which are beyond our control.
- Any loss of profit, wasted expenditure, corruption or destruction of data or any other loss which does not directly result from something we have done wrong.
- Any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing or using content from the platform, or from transmissions via emails or attachments received from Griot Legacy.
- All representations, warranties, conditions and other terms which but for this notice would have effect.

18. THIRD PARTIES

Any dealings with third parties included within or on Griot Legacy involving the delivery of and payment for goods and services, or any other terms, conditions, warranties, or representations associated with such third parties, are solely between you and that third party. Griot Legacy is neither responsible nor liable for any part of such dealings or promotions. Any reference to any third party or the products or services of any third party on Griot Legacy does not constitute an endorsement or recommendation of such third party or the product or services of such third party by Griot Legacy or any of its employees, officers, independent contractors, agents or oth-

er representatives. Any reference to any third party on Griot Legacy is provided to you for informational purposes only. Griot Legacy encourages you to conduct your own research and due diligence regarding such third parties and their products and services. While Griot Legacy works to ensure the information on Griot Legacy is current and accurate.

19. SECURITY COMPONENTS

You understand that Griot Legacy and software embodied within Griot Legacy may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Griot Legacy and/or content providers who provide content to Griot Legacy platform. You may not attempt to override, disable, circumvent or otherwise interfere with any such security components and usage rules embedded into Griot Legacy.

20. ELECTRONIC COMMUNICATIONS

No responsibility will be accepted by Griot Legacy for failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any service provider, internet accessibility or availability or for traffic congestion or unauthorized human act, including any errors or mistakes.

21. INDEMNIFICATION

You agree to defend and indemnify Griot Legacy from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- Your breach of this agreement or the documents referenced herein.
- Your violation of any law or the rights of a third party.
- Your use of the Griot Legacy.

22. CHANGES AND TERMINATION

We may change the platform and these terms at any time, in our sole discretion and without notice to you. You are responsible for remaining knowledgeable about these terms. Your continued use of the platform constitutes your acceptance of any changes to these Terms and any changes will supersede all previous versions of the terms. Unless otherwise specified herein, all changes to these Terms apply to all users take effect. Furthermore, we may terminate this agreement with you under these Terms at any time by notifying you in writing (including by email) or without any warning.

23. PERSONAL DATA

Any personal information you post on or otherwise submit in connection with the services and the use of the platform, will be used in accordance with our privacy policy. Please refer to our privacy policy.

24. ASSIGNMENT

This agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Griot Legacy without restriction.

25. INTEGRATION CLAUSE

This agreement together with the privacy policy and any other legal notices published by Griot Legacy, shall constitute the entire agreement between you and Griot Legacy concerning and governs your use of the platform.

26. DISPUTES

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the platform shall be resolved by binding arbitration between you and Griot Legacy, except that each party retains the right to bring an individual action in a court of competent jurisdiction.

In the event a dispute arises in connection with the use of the platform or breach of these terms and conditions, the parties agree to submit their dispute to arbitration resolution before a reputable arbitration organization as mutually agreed by the parties and in accordance with applicable commercial arbitration rules.

You agree to initiate formal dispute proceedings by sending us a communication through our contact information. Griot Legacy may choose to send you a written offer after receiving your initial communication. If we offer and send you a settlement offer and you do not accept the offer, or we are unable to resolve your dispute satisfactorily and you wish to continue with the dispute process, you must initiate the dispute resolution process before an accredited arbitration organization and file a separate Demand for Arbitration. Any award rendered by the arbitration tribunal shall be final and conclusive on the parties.

To the fullest extent permitted by law, you agree that you will not file, join or participate in any class action lawsuit in connection with any claim, dispute or controversy that may arise in connection with your use of the platform.

The courts of the United States, shall have jurisdiction over any dispute, controversy or claim relating to Griot Legacy and its business operations. Any such dispute or controversy shall be brought and resolved in the courts of the United States.

27. FINAL PROVISIONS

These terms are governed by the USA laws. Use of our platform is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms.

Our performance of these terms is subject to existing laws and legal process, and nothing contained in these terms limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of our platform or information provided to or gathered by us with respect to such use.

If any part of these terms is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision of these terms at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

Any rights not expressly granted herein are reserved.

28. CONTACT US

If you have questions or concerns about these terms, please contact us through our contact page or via the contact information below:

Griot Legacy, LLC.

2648 E Workman Ave STE 3001-252

West Covina, CA 91791

support@griotlegacy.com