

RATIONAL DYNAMICS TERMS OF USE

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These Terms of Use ("Terms") govern your access to and use of the website located at rationaldynamics.ai (the "Site"), operated by Rational Dynamics LLC and certain U.S. affiliates (collectively, "Rational Dynamics," "we," "us," or "our"). By accessing or using the Site, you agree to be bound by these Terms. If you do not agree, do not access or use the Site.

1. Access

Subject to your compliance with these Terms, Rational Dynamics grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Site for your own personal or internal business informational purposes. This license does not include any right to sublicense, resell, or use the Site for any commercial purpose not expressly permitted by us. You represent that you are of legal age to form a binding contract and, if you access the Site on behalf of an entity, that you have authority to bind that entity to these Terms.

2. Restrictions

You agree not to: (a) use the Site in violation of any applicable law or the rights of any third party; (b) use the Site for any unlawful or fraudulent purpose; (c) reverse engineer, decompile, or disassemble any portion of the Site; (d) use any automated means (bots, scrapers, crawlers) to access the Site without our prior written consent; (e) interfere with or disrupt the operation of the Site or the servers/networks used to make it available; (f) transmit spam, chain letters, or unsolicited communications; (g) infringe the intellectual property or other rights of Rational Dynamics or any third party; (h) circumvent, disable, or otherwise interfere with security-related features of the Site; (i) impersonate any person or entity; (j) use the Site to build a competitive product or service; or (k) upload or transmit viruses, malware, or other harmful code.

3. Intellectual Property

The Site and all content on it, including text, graphics, logos, and the Rational Dynamics name and marks, are owned by Rational Dynamics or our licensors and are protected by U.S. and international copyright, trademark, and other intellectual property laws. Except as expressly permitted under these Terms, no right, title, or interest in the Site or its content is transferred to you, and all rights not expressly granted are reserved by

Rational Dynamics. You may not use the Rational Dynamics name, logo, or any of our trademarks without our prior written permission.

4. Feedback

If you submit ideas, suggestions, or other feedback about the Site ("Feedback"), you grant Rational Dynamics a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to use, modify, and commercially exploit that Feedback for any purpose, without obligation or compensation to you. You agree that Feedback is not confidential.

5. Term and Termination

These Terms remain in effect while you use the Site. We may modify, suspend, or terminate your access to the Site at any time, with or without notice, for any reason. You may stop using the Site at any time. Sections of these Terms that by their nature should survive termination (including Sections 3, 4, 6, 9, 10, 12, and 14) will survive.

6. Disclaimers

THE SITE AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. We do not warrant that the Site will be uninterrupted, secure, or error-free, or that any content is accurate or complete. Content on the Site is provided for general informational purposes only and does not constitute investment, legal, tax, or other professional advice, and nothing on the Site is an offer to sell, or a solicitation of an offer to buy, any security. Past performance, where discussed, is not indicative of future results. Rational Dynamics is not liable for any harm resulting from malware, viruses, or other harmful code obtained through use of the Site.

7. Privacy

Our collection and use of personal information in connection with the Site is described in our Privacy Policy, which is incorporated into these Terms by reference.

8. Third-Party Websites

The Site may contain links to third-party websites. Rational Dynamics is not responsible for, and does not endorse, the content, products, or practices of any third-party site. Access to third-party sites is at your own risk.

9. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, RATIONAL DYNAMICS' AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SITE WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100). RATIONAL DYNAMICS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUE, ARISING OUT OF OR RELATING TO THESE TERMS OR THE SITE, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Indemnification

You agree to indemnify and hold Rational Dynamics harmless from any claims, damages, or expenses (including reasonable attorneys' fees) arising out of your breach of these Terms, your unlawful use of the Site, or your violation of any third party's rights.

11. Changes to These Terms

We may modify these Terms at any time by posting an updated version on the Site with a revised "Last Updated" date. Your continued use of the Site after an update constitutes acceptance of the revised Terms.

12. Arbitration Agreement

PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS. Except for disputes that qualify for small-claims court, any dispute arising out of or relating to these Terms or the Site will be resolved through binding, individual arbitration rather than in court, governed by the Federal Arbitration Act and administered by the American Arbitration Association. YOU AND RATIONAL DYNAMICS EACH WAIVE THE RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION. Before filing a claim, you agree to first contact us at privacy@rationaldynamics.ai and attempt in good faith to resolve the dispute informally for at least 60 days. If arbitration is found unavailable or unenforceable for a given dispute, that dispute will be brought exclusively in the state or federal courts located in Delaware, and you consent to personal jurisdiction there. You may opt out of this arbitration agreement within 30 days of first accepting these Terms by emailing privacy@rationaldynamics.ai with your name and a clear statement that you wish to opt out.

13. Copyright Claims

If you believe content on the Site infringes your copyright, send a notice to privacy@rationaldynamics.ai including: (a) your contact information; (b) a description of the copyrighted work claimed to be infringed; (c) the location of the allegedly infringing

material on the Site; (d) a statement that you have a good-faith belief the use is not authorized; and (e) a statement, under penalty of perjury, that the information in the notice is accurate and that you are authorized to act on behalf of the copyright owner.

14. Miscellaneous

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Rational Dynamics regarding the Site. Nothing in these Terms creates a partnership, joint venture, or agency relationship. Our failure to enforce any provision is not a waiver of that provision. You may not assign these Terms; we may assign them freely. Neither party is liable for delay or failure to perform caused by circumstances beyond its reasonable control. If any provision of these Terms is held unenforceable, the remaining provisions remain in full force and effect.

15. Contact Us

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