

ARTHA SERVICES LLC TERMS OF USE

Effective as of November 30, 2022

Welcome to the Artha Services LLC's Terms of Use agreement. For purposes of this agreement, "Site" refers to the Company's website and mobile applications, which can be accessed at <https://arthasvc.com> or through our mobile application (iCoFound) available on the Apple App Store and Google Play Store, as well as any other associated mobile or device based application.

The Site is provided by Artha Services LLC, the contact email of which is contactus@arthasvc.com (referred to as the "Company", "we", "us" and/or "our").

"Service" refers to the Company's services accessed via the Site, in which users can register and connect with other users..

The following Terms of Use (the "Terms") apply when you (hereinafter the "user(s)" or "you") view or use the Service via our website located at <https://arthasvc.com> or by accessing the Service through clicking on the application (the "App") on your mobile device, or access the Site, Service and App (which may be collectively referred to as just the "Site" or "Website") via any other means.

Please review the following terms carefully. By accessing or using the Service and Site, you signify your agreement to these Terms of Use. **If you do not agree to be bound by these Terms of Use in their entirety, you may not access or use the Service or Site.**

1. PRIVACY POLICY

The Company respects the privacy of its Service users. Please refer to the Company's Privacy Policy (found here: <https://arthasvc.com/privacy-policy>) which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you signify your agreement to the Privacy Policy as well as these Terms of Use.

2. ABOUT THE SERVICE

The Service allows you to connect with other users on our system to build a professional network. To that end, the Service provides users with features and functionalities which enable you to communicate with other independent users of the Site, and make connections for business or social purposes. You may also be permitted to post public content, messages, images and videos, and any such use of the Service or posting of such content, or communication with other users will be strictly subject to these Terms.

3. REGISTRATION; RULES FOR USER CONDUCT AND USE OF THE SERVICE

You need to be at least 18 years old to register for and use the Service. If you are a user who signs up for the Service, you will create a personalized account which includes a unique username and a password to access the Service and to receive messages from the Company or other users. You agree to notify us immediately of any unauthorized use of your password and/or account. The Company will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your member name, password and/or account.

4. USE RESTRICTIONS

Your permission to use the Site is conditioned upon the below use, posting and conduct restrictions, and you agree that you will not under any circumstances:

- a) access the Service for any reason other than your personal, non-commercial or permitted commercial use solely as permitted by the normal functionality of the Service,
- b) collect or harvest any personal data of any user of the Site or the Service use the Site or the Service for the solicitation of business in the course of trade or in connection with a commercial enterprise;
- c) distribute any part or parts of the Site or the Service without our explicit written permission (we grant the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly-available searchable indices but retain the right to revoke this permission at any time on a general or specific basis);
- d) use the Service for any unlawful purpose or for the promotion of illegal activities;
- e) attempt to, or harass, abuse or harm another person or group;
- f) use another user's account without permission;
- g) intentionally allow another user to access your account;
- h) provide false or inaccurate information when registering an account;
- i) interfere or attempt to interfere with the proper functioning of the Service;
- j) make any automated use of the Site, the Service or the related systems, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- k) bypass any robot exclusion headers or other measures we take to restrict access to the Service, or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data;
- l) circumvent, disable or otherwise interfere with any security-related features of the Service or features that prevent or restrict use or copying of content, or enforce limitations on use of the Service or the content accessible via the Service; or
- m) publish or link to malicious content of any sort, including that intended to damage or disrupt another user's browser or computer.

5. POSTING AND CONDUCT RESTRICTIONS

- a) When you create your own personalized account, you may be able to provide "Non-Personal Information", "Personal Information", post and images (collectively "User Content") to the Service. You are solely responsible for the User Content that you post, upload, link

to or otherwise make available via the Service. You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. The Company, however, reserves the right to remove any User Content from the Service at its sole discretion.

b) We grant you permission to use and access the Service, subject to the following express conditions surrounding User Content. You agree that failure to adhere to any of these conditions constitutes a material breach of these Terms. By transmitting and submitting any User Content while using the Service, you agree as follows:

i. You are solely responsible for your account and the activity that occurs while signed in to or while using your account;

ii. You will not post information that is malicious, libelous, false or inaccurate;

iii. You will not post any information that is abusive, threatening, obscene, defamatory, pornographic (i.e. adult content), libelous, or racially, sexually, religiously, or otherwise objectionable and offensive (i.e. any discriminatory User Content, hate speech or User Content which contains any or promotes any cyber bullying);

iv. You retain all ownership rights in your User Content but you are required to grant the following rights to the Site and to users of the Service as set forth more fully under the "License Grant" and "Intellectual Property" provisions below: When you upload or post User Content to the Site or the Service, you grant to the Site a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform that Content in connection with the provision of the Service; and you grant to each user of the Service, a worldwide, non-exclusive, royalty-free license to access your User Content through the Service. Furthermore, you grant the Company the right to use, reproduce, distribute, prepare derivative works of, display and perform such Content to the extent permitted by the Service and under these Terms of Use, for the sole purpose of maintaining the Site and displaying your User Content on the Site;

v. You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, or others, unless you are the Company of such rights or have the appropriate permission from their rightful owner to specifically submit such content; and

vi. You hereby agree that we have the right to determine whether your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice, and without any liability on our part of any kind, including for loss of data or lost profits.

vii. You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. The Site is not responsible for any public display or misuse of your User Content. If we incur any loss, liability, costs or expenses ("expenses") of any kind related to your User Content, you agree to defend, indemnify and hold us harmless on demand, for any such expenses.

viii. The Site does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we employ, may monitor and/or record your interactions with the

Service or with other Users, and remove any User Content which does not comply with our Terms.

6. LINKS TO OTHER SITES AND/OR MATERIALS

As part of the Service, we may provide you with convenient links to third party website(s) (“Third Party Sites”) as well as content or items belonging to or originating from third parties (the “Third Party Applications, Software or Content”). These links are provided as a courtesy to Service subscribers. We have no control over Third Party Sites or Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply our approval or endorsement. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies, including these Terms of Use, no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third Party Site to which you navigate from the Site or relating to any applications you use or install from the Third Party Site.

7. COPYRIGHT COMPLAINTS AND COPYRIGHT AGENT

a) Termination of Repeat Infringer Accounts. We respect the intellectual property rights of others and require that the users do the same. Pursuant to 17 U.S.C. 512(i) of the United States Copyright Act, we have adopted and implemented a policy that provides for the termination in appropriate circumstances of users of the Service who are repeat infringers. We may terminate access for participants or users who are found repeatedly to provide or post protected third party content without necessary rights and permissions.

b) DMCA Take-Down Notices. If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Service infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (*see* 17 U.S.C 512) (“DMCA”) by sending the following information in writing to the our designated copyright agent at contactus@arthasvc.com:

- (1) The date of your notification;
- (2) A physical or electronic signature of a person authorized to act on behalf of the Company of an exclusive right that is allegedly infringed;
- (3) A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (4) A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
- (5) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address;

(6) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and 7. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the Company of an exclusive right that is allegedly infringed.

c) Counter-Notices. If you believe that your User Content that has been removed from the Site is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Content, you may send a counter-notice containing the following information to our copyright agent using the contact information set forth above:

- (1) Your physical or electronic signature;
- (2) A description of the content that has been removed and the location at which the content appeared before it was removed;
- (3) A statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and
- (4) Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in the state of California and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by our copyright agent, we may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed content in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may (in our sole discretion) be reinstated on the Site in ten (10) to fourteen (14) business days or more after receipt of the counter-notice.

8. LICENSE GRANT

By posting any User Content via the Service, you expressly grant, and you represent and warrant that you have a right to grant, to the Company a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service, and for the purpose of making the User Content available on the Site, and the Site and Service generally available to the public.

9. INTELLECTUAL PROPERTY

a) All information and content displayed on the Site and Service is the sole property of the Company or its licensor, except to the extent of any ownership rights held by the User in the User Content. This includes all ideas, information, designs, images, titles, articles, content, patentable materials, trade names, copyrightable materials, trade secrets, trademarks, service marks, business ideas, software, source code, and any information, content or material contained on the Site ("intellectual property") as well as any derivative works of any intellectual property, and such intellectual property may not be reused, duplicated, copied, licensed or sold to any third party without the express written consent of the Company. All intellectual property and its derivative

works are solely owned by the Company, and all rights to such intellectual property and their derivative works vest exclusively with the Company. No content sold or accessed on the Site or Service, or intellectual property and their derivatives, may be copied, duplicated, resold, reverse engineered or modified for sale in any form by a User, and such content is only to be used for the use expressly permitted by the Company under these terms or as otherwise stated by the Company in writing. Any acts or omissions (“acts”) which violate the terms of this clause shall render the User responsible for such acts fully liable to the Company upon demand, and such liabilities include lost profits, legal fees, attorney fees, and any costs incurred by the Company in remedying the consequences of and preventing the acts in violation of this clause. By accessing the Site, you agree that you shall be fully liable for any failure to comply with the requirements of this clause. Any commercial reselling, duplication or reverse engineering of any content, intellectual property, service or physical good accessed through the Site is by default an act in violation of this clause, and the perpetrator of such an act shall be fully liable to the Company, on demand, as described in this clause.

b) Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to this Website are the exclusive property of the Company or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property. All trademarks – nominal or figurative – and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with this Website are, and remain, the exclusive property of the Company or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

c) Subject to Users’ compliance with and notwithstanding any divergent provision of these Terms, the Company merely grants Users a revocable, non-exclusive, non-sublicensable and non-transferable license to use the content and software and/or any other technical means embedded in the Service within the scope and for the purposes of the Site and the Service offered.

10. USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

a) For contractual purposes, you: (i) consent to receive communications from us in an electronic form via the email address you have submitted; and (ii) agree that all Terms of Use, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

b) We may also use your email address to send you other messages, including information about the Site or the Service and special offers. You may opt out of such email by changing your account settings, using the “Unsubscribe” link in the message. Opting out may prevent you from receiving messages regarding the Site, the Service or special offers.

11. WARRANTY AND DISCLAIMERS

a) Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by the Site, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. We do not guarantee the accuracy, completeness, or usefulness of any information on the Site or the Service

nor do we adopt nor endorse, nor are we responsible for, the accuracy or reliability of any opinion, advice, or statement made by other parties. We take no responsibility and assume no liability for any User Content that you or any other user or third party posts or sends via the Service. Under no circumstances will we be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Service, or transmitted to users. Though we strive to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable when you use or access the Site or the Service.

b) We reserve the right, but have no obligation, to monitor the materials posted in the public areas of the Site or the Service or to limit or deny a user's access to the Service or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. Messages sent between you and other participants that are not readily accessible to the general public will be treated by us as private to the extent required by applicable law. The Company shall have the right to remove any material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users, the Company or its officers/employees/directors, or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of a misuse of our Service or violation of these Terms of Use, please contact us contactus@arthasvc.com.

c) Specifically, the Company makes no representation or warranty that the use of the content, products or services made available via the Service or Site will cause the User to gain anything of a material or monetary value, secure a job for the User, lead to the acquisition of funding, or lead to any tangible economic advantage or gain for a User, and the Company is not responsible in any circumstances for the conduct, communications, adequacy, representations or sufficiency of any other Users who communicate or engage with a User via the Site. The Company bears no liability for any costs, injuries to person or property, or damages of any kind, arising from the use or misuse of the Site and Service. Any transactions or communications the User engages in with other users are undertaken at the sole risk and discretion of the User, while waiving all claims against the Company for any damages arising out of such transactions or communications. If applicable, once the Company's own products or content are purchased or accessed from the Site, there are no refunds permitted, unless the Company, in their sole and absolute discretion, deems that a refund is warranted to the User.

d) The Company does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service and Site, or any hyperlinked website or service, and the Company shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.

e) The content of the Site may become inaccessible or it may not function properly with Users' web browser, mobile device, and/or operating system. The Company cannot be held liable for any perceived or actual damages arising from content, operation, or use of this content.

f) THE SERVICE, IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY OR REPRESENTATION

THAT ACCESS TO OR OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM THE SERVICE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU.

12. LIMITATION OF DAMAGES; RELEASE

a) TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE SITE, THE SERVICE, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM: (I) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (II) YOUR USE OR INABILITY TO USE THE SERVICE; (III) THE SERVICE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SERVICE AVAILABLE; OR (IV) ANY OTHER INTERACTIONS WITH USE OR WITH ANY OTHER USE OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU.

b) If you have a dispute with one or more users, a merchant of a product or service that you review using the Service, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

c) If you are a California resident using the Service, you may specifically waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

d) To the maximum extent permitted by applicable law, in no event shall the Company, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for:

- (1) any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service or Site;
- (2) any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or Site, or User accounts or the information contained therein;
- (3) any errors, mistakes, or inaccuracies of the Service, its content or the Site;
- (4) personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Site or its content;
- (5) any unauthorized access to or use of the Company's secure servers and/or any and all personal information stored therein;
- (6) any interruption or cessation of transmission to or from the Site or Service or their content;
- (7) any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Site,

service or content;

(8) any errors or omissions in any content of the Site or Service or for any loss or damage incurred as a result of the use of any User Content or other content posted, emailed, transmitted, or otherwise made available through the Service; and/or

(9) the defamatory, offensive, or illegal conduct of any User or third party.

(10) In no event shall the Company, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Company hereunder in the preceding 12 months for any paid products or services. If the User has not made any purchases, the Company's liability is limited to \$1000 per claim or occurrence, to the extent permissible under applicable law.

e) This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the Company has been advised of the possibility of such damage.

f) Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

13. INDEMNIFICATION

The User agrees to defend, indemnify and hold the Company and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from:

a) User's use of and access to the Site/Service, including any data or information transmitted or received by User;

b) User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;

c) User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;

d) User's violation of any statutory law, rule, or regulation;

e) any User Content or other Content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;

f) User's willful misconduct or negligence; or

g) a violation of a statutory provision or applicable law by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by

applicable law.

14. MODIFICATION OF TERMS OF USE

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Site from time to time to view any such changes in this agreement, though we will notify you of any changes via email when appropriate. Your continued use of the Site or the Service signifies your agreement to our revisions to these Terms of Use. We will endeavor to notify you of material changes to the Terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms (other than as set forth in this paragraph) or waiver of our rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of one of our officers. No purported waiver or modification of this agreement on our part via telephonic or email communications shall be valid.

15. TERMS OF PRODUCT PURCHASE/SALE

a) Paid Products

Some of the content provided on the Site, may be provided on the basis of payment (hereinafter “**Product(s)**”). The fees, duration and conditions applicable to the purchase of such Products will be in the dedicated sections of the Site.

b) Product description

Prices, descriptions or availability of Products are outlined in the respective sections of the Site and are subject to change without notice. While Products on the Site are presented with the greatest accuracy technically possible, representation on the Site through any means (including, as the case may be, graphic material, images, colors, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product. The characteristics of the chosen Product will be outlined during the purchasing process.

c) Purchasing process

Any steps taken from choosing a Product to order submission form part of the purchasing process. The purchasing process includes the following steps:

- (1) Users must choose the desired Product and verify their purchase selection.
- (2) After having reviewed the information displayed in the purchase selection, Users may place the order by submitting it.

d) Order submission

When the User submits an order, the following applies:

- (1) The submission of an order determines contract conclusion and therefore creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page;
- (2) In case the purchased Product requires active input from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly;

(3) Upon submission of the order, Users will receive a receipt confirming that the order has been received; and

(4) All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

e) Prices

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged. Prices on this Website are displayed either exclusive or inclusive of any applicable fees, taxes and costs, depending on the section the User is browsing.

f) Methods of payment

Information related to accepted payment methods are made available during the purchasing process. Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of this Website. All payments are independently processed through third-party services. Therefore, this Website does not collect any payment information – such as credit card details – but only receives a notification once the payment has been successfully completed. If payment through the available methods fail or is refused by the payment service provider, the Company shall be under no obligation to fulfil the purchase order. Any possible costs or fees resulting from the failed or refused payment shall be borne by the User.

g) Usage Rights

Until payment of the total purchase price is received by the Company, the User will not receive a right of use or ownership, if applicable, related to any Products.

h) Delivery of digital content

Unless otherwise stated, digital content purchased on this Website is delivered via download or via the browser on the device(s) chosen by Users. Users acknowledge and accept that in order to download and/or use the Products, the intended device(s) and its respective software (including operating systems) must be legal, commonly used, up-to-date, and consistent with current market-standards. Users acknowledge and accept that the ability to download the purchased Product may be limited in time and space.

i) Performance of services

The purchased Products shall be performed or made available within the timeframe specified on this Website or as communicated before the order submission.

16. GENERAL TERMS AND MISCELLANEOUS PROVISIONS

a) **Severability.** If any part of this Terms of Use agreement is held or found to be invalid or unenforceable, that portion of the agreement will be construed as to be consistent with applicable law while the remaining portions of the agreement will remain in full force and effect. Any failure on our part to enforce any provision of this agreement will not be considered a waiver of our right to enforce such provision. Our rights under this agreement survive any transfer or termination of this agreement.

b) **Limitation on Claims.** You agree, that to the extent permitted under applicable law, any

cause of action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

c) **Jurisdiction and Governing Law.** These Terms of Use and your use of the Site are governed by the federal laws of the United States of America and the laws of the State of California, without regard to conflict of law provisions. All disputes arising under these Terms shall be exclusively resolved in the competent courts located in the State of California, closest to the Company's head office. By accessing the Site and Service, you agree to submit yourself to the jurisdiction of the competent courts described herein.

d) **Dispute Resolution.** Users may bring any disputes to the Company who will try to resolve them amicably. While Users' right to take legal action shall always remain unaffected, in the event of any controversy regarding the use of the Site or its content, products or accounts, Users are kindly asked to contact the Company at the contact details provided in this document. The User may submit the complaint including a brief description if applicable, to the Company's email address specified in this document, within 30 days of the basis for the complaint arising, or else the User agrees that they will waive all rights to take any legal action or make any claim against the Company to the extent permitted under applicable laws. The Company will process and investigate the complaint without undue delay and within 30 days of receiving it. If the Company so requires, they may also mandate an additional 30-day investigation period to gather information and evidence related to the complaint, upon written notice to the User. The User agrees to not to file any complaint or commence arbitration proceedings in line with this clause, until the investigation period described herein expires. If within thirty days after the investigation period(s) end, the User and the Company cannot resolve their disputes amicably, either party may commence legal proceedings as described herein. To the extent permitted under applicable law, the User unequivocally waives all rights to participate in, initiate or be a party to any class action lawsuit in which the Company is a defendant and the User is a plaintiff, and the User agrees that the only legal remedies available to the User under these Terms are those described herein, which may be pursued on an individual basis.

e) **Assignment.** We may assign or delegate these Terms of Service and/or our Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without our prior written consent, and any unauthorized assignment or delegation by you is void.

f) **No Waiver.** The Company's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

g) **ENTIRE AGREEMENT.** YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY AT <https://arthasvc.com/privacy-policy> REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Last Updated: This Terms of Use agreement was last updated on November 30, 2022.