

TERMS OF SERVICE

WELCOME TO CAMB.AI!

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SERVICES OFFERED BY CAMB.AI INC (THIS TERM SHALL INCLUDE ANY OF ITS AFFILIATES, SUBDIARIES AND ASSIGNS). THIS TERMS OF USE SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THIS WEBSITE AND THE SERVICES, FEATURES, CONTENT, EXTENSIONS, PLATFORM, SOFTWARE, APPLICATIONS OR WIDGETS OFFERED BY CAMB.AI.

PLEASE NOTE THAT CAMB.AI RESERVES THE RIGHT TO MODIFY THIS AGREEMENT AT ITS SOLE DISCRETION. ANY CHANGES WILL BECOME EFFECTIVE AFTER POSTING THE REVISED AGREEMENT ON THIS WEBSITE. YOUR CONTINUED USE OF THE WEBSITE AFTER THAT PERIOD SIGNIFIES YOUR ACCEPTANCE OF THE REVISED AGREEMENT. CAMB.AI ENCOURAGES YOU TO REGULARLY REVIEW THE MOST UP-TO-DATE VERSION OF THIS AGREEMENT WHENEVER YOU WISH TO ORDER AND/OR SUPPLY SERVICES.

1. Introduction:

- 1.1. We are Camb.ai Inc (“**Camb.ai**”, “**Company**”, “**we**”, “**us**” and “**our**”). These Terms of Use (“**Terms**”, “**TOU**”) shall govern the User (“**you**” and “**your**”) use of the Camb.ai website i.e., www.camb.ai (“**Site**”) and the Camb.ai platform (“**Platform**”), including but not limited to, accessing any features, contents, extensions, applications, widgets and software (“**Service**”).
- 1.2. If you are under the age of majority in your jurisdiction, it is a prerequisite that you obtain explicit permission from your parent or legal guardian to utilize our Services. It is imperative that you ensure that your parent or legal guardian thoroughly reviews these terms alongside you. If you are a parent or legal guardian and you allow your child (or a child that you are a guardian of) to purchase or use Camb.ai Service, you agree that these Terms apply to you, that you will abide by these Terms, and that you are responsible for the child’s activity and uploaded Content on the Service and for ensuring that the child also abides by the terms of this Agreement.

2. Definitions:

- 2.1. “**Affiliate**” means with respect to any entity, any other person or entity, directly or indirectly controlling or controlled by or under common control with such entity, including, without limitation, a direct or indirect wholly-owned subsidiary of such entity.
- 2.2. “**Applicable Law**” means all applicable laws and regulations, including any relating to workplace safety, anti-money laundering, anti-corruption, privacy, data protection, export control or transactions with foreign nationals.
- 2.3. “**Aggregated Data**” means data submitted to, collected by, or generated by the Company in connection with your use/provision of the Services (as applicable), but only in aggregate, anonymized form which cannot be linked specifically to you, your users, or any individual.
- 2.4. “**Camb.ai’s Content**” refers to all the Contents specifically added, created, uploaded or posted by Camb.ai on the Site or on the Platform;
- 2.5. “**Fee/Subsription Fee**” refers to the agreed-upon compensation payable by the User to Camb.ai for the provision of the Services as outlined in these Terms and/or any other binding document.
- 2.6. “**Intellectual Property**” means but is not limited to all rights associated with patents and inventions; copyrights, mask works and other works of authorship (including moral rights); trademarks, service marks, trade dress, trade names, logos, and other source identifiers; trade secrets; software, databases, and data; and all other intellectual property and industrial designs.
- 2.7. “**User**” refers to any individual or entity who has registered or subscribed to or has been authorized by Camb.ai to use the Platform and the Site in order to access and avail the Services. It shall also include any individual who visits and uses the Site without registration or subscription.
- 2.8. “**User’s Content/Content**” refers to the audiovisual material, including but not limited to videos, audio recordings and related metadata, uploaded or provided by you to the Company for the provision of Services, testing, demo etc. This content serves as the basis for the localization process, where it may undergo translation, repurposing and customization to suit the linguistic, cultural, and regional preferences and requirements of the User’s target audience.

2.9. **“Platform/Artificial Intelligence Platform”** means Camb.ai’s proprietary AI/machine learning-based video repurposing platform which is used by you to dub, clone, repurpose Content videos. It includes the application software and/or web-site, including all modules, functions, features generally made available by Camb.ai to you and all technology resources and infrastructure (e.g., hardware, third party software, etc.) supporting the Service. The Platform includes all updates, releases, improvements, and corrections to the Platform

3. **Acceptance of Terms:**

3.1. By registering for and/or using the Service in any manner, including but not limited to visiting or browsing the Site, you agree to all of the ToU herein and all other operating rules, policies and procedures that may be published from time to time on the Site by Camb.ai, each of which is incorporated by reference and each of which may be updated by Camb.ai from time to time without notice to you in accordance with the terms set out under the "Modification of Terms of Use" section below. Some services offered through the Service may be subject to additional terms and conditions specified by Camb.ai from time to time; your use of such services is subject to those additional terms and conditions, which are incorporated into these Terms of Use by this reference. These Terms of Use apply to all users of the Service, including, without limitation, users who are contributors of content, information, and other materials or services on the Site, individual users of the Service, venues that access the Service, and users that have a page on the Service.

3.2. Should you fail to adhere to these Terms of Use, Camb.ai may at its sole discretion terminate or restrict access to the Platform and the Site with immediate effect. You agree to bear all financial and reputational liabilities, if any, resulting from such termination. However, in the event of absence of immediate action on our part shall not be construed as a waiver of any rights that we may possess, including but not limited to, the right to undertake subsequent legal actions.

4. **Grant of Rights:**

4.1 The Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to (a) access and view pages within the Service; (b) to access and use any online software, applications or other similar components made available through the Service, only within the Service and only in the form found within the Service; and (c) install, run and use the Apps on a device that you own and control, in executable, machine-readable, object code form only. All rights granted to you under this Agreement are subject to your compliance with the Terms in all material respects.

5. **Registration and Eligibility**

5.1. In order to access specific Services, it may be necessary for you to undergo an onboarding procedure and create an account with Camb.ai. This entails that any form of onboarding information provided shall be considered tantamount to Registration for the Services offered by us. During this onboarding process, we reserve the right to gather the subsequent personal information (**“Personal Information”**) from you:

- a) Name
- b) Username
- c) Email address
- d) Mobile Number
- e) Link to your social media/content page

5.2. Any information collected by us which is Personal Information is subjected to Camb.ai Privacy Policy. You acknowledge and agree that you are solely responsible for the accuracy of the Personal Information and you agree to keep it up to date to the best of your knowledge.

5.3. You represent, warrant and covenant that you provide Camb.ai with accurate and complete registration information (including, but not limited to a name/username, e-mail address and/or mobile/ telephone number and a password you will use to access the Service) to keep your registration information accurate and up-to-date. Failure to do so shall constitute a breach of these Terms of Use, which may result in immediate termination of your Camb.ai account. We recommend, but do not require, that you use your own name as your User Name so your friends can recognize you more easily. You shall not:

- 5.3.1. Create any account for anyone other than yourself without such person's permission.
- 5.3.2. Use a username that is the name of another person with the intent to impersonate that person.
- 5.3.3. Use a username or Camb.ai account that is subject to any rights of a person other than you without appropriate authorization.

5.3.4. Use a username that is a name that is otherwise offensive, vulgar or obscene or otherwise unlawful.

- 5.4. We reserve the right to refuse registration of, or cancel the registration of a username in our sole discretion. You are solely responsible and liable for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your Camb.ai password. You shall never use another user's account without such other user's prior express permission. You will immediately notify Camb.ai in writing of any unauthorized use of your account, or other account related security breach of which you are aware. However, under no circumstances you shall hold Camb.ai responsible for the breach of your Camb.ai account or disclosure of such account credentials wherein such breach is solely attributable to you.
- 5.5. You represent and warrant that if you are an individual, you are of legal age to form a binding contract, or that if you are registering on behalf of an entity, that you are authorized to enter into, and bind the entity to, these Terms of Use and register for the Service.
- 5.6. The Service is not available to individuals who are younger than 18 years old without express consent of their legal guardians.
- 5.7. We may, in our sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. If you wish to delete your Account, you may send an email request to the Company at info@Camb.ai.
- 5.8. You are solely responsible for ensuring that these Terms of Use are in compliance with all laws, rules and regulations applicable to you and the right to access the Service is revoked where these Terms of Use or use of the Service is prohibited and, in such circumstances, you agree not to use or access the Site or Services in any way.
- 5.9. Upon registration or subscription by you, we grant you a non-exclusive, non-sublicensable, non-transferable worldwide license to access and use the Services, and such a license is subjected to modifications or alteration at the sole discretion of us. Except as expressly and unambiguously granted herein, no right or license is granted to you. The Services are owned and operated by the Company and the visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the Services provided by the Company are protected by all relevant intellectual property and proprietary rights and applicable laws. The Company reserves all rights not expressly granted herein.

6. **Promotional Communication:**

By creating a Camb.ai account, you agree to subscribe to our marketing or promotional materials and other material we may send you from time to time. At all point of time, you shall have the right to opt out of receiving such marketing or promotional materials and other materials from Camb.ai by following the unsubscribe link or by emailing us.

7. **Access:**

Subject to these Terms of Use, Camb.ai may offer to provide the Service, as described more fully on the Site or thereafter in any communication post registration, and which are selected by you, solely for your own use, and not for the use or benefit of any third party. Services shall include, but not be limited to, any services Camb.ai performs for you, any platform, software, applications or widgets offered by Camb.ai that you download from the Site or accessed subsequent to registration on the Site, from third party application stores (e.g., iTunes® store, or Google Apps Marketplace) authorized by Camb.ai, as well as the offering of any materials displayed or performed on or through the Services (including Content (as defined below)).

8. **Content:**

- 8.1 All User's Content and any uploaded content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such content. We cannot guarantee the authenticity or legality of any such User's Content, uploaded Content or data which you may provide or that have been provided by other Users to us. Although we have no obligation to monitor any User's Content, we shall have the right to remove or edit any content at any time without notice if in our reasonable opinion we consider such Content harmful or in breach of these Terms. If we remove or edit any such Content, we may also suspend or disable your account.
- 8.2 You acknowledge that all the User's Content uploaded and generated by your use of the Service is at your own risk and you will be solely responsible and liable for any damage or loss to you or to any other party resulting therefrom.
- 8.3 You represent and warrant that you have all necessary rights, licenses, permissions, and authorizations to upload User's Content to the Platform. You further agree not to hold Camb.ai or its affiliates, employees, officers, or agents liable for any claims, demands, or actions arising from violations of third-party rights, including, but not limited to, copyright, trademark, privacy, or any other proprietary rights, related to the use of the Platform or the content you upload.

- 8.4 By creating or posting your Content through our Service, you expressly warrant and represent that such actions do not constitute an infringement upon the privacy rights, publicity rights, copyrights, contractual rights, or any other rights vested in any individual or entity. You acknowledge and confirm that you are solely responsible for ensuring that the Content you create or post complies with all applicable legal rights and obligations. Any such infringements may result in legal consequences and the assumption of liabilities as stipulated by relevant laws and regulations.
- 8.5 You acknowledge that use of our Service will result in the alteration of the original User's Content and you agree and hereby grant all the necessary permissions over the User's Content to provide you the Services as agreed.

9. **Intellectual Property and Ownership**

- 9.1 We respect your intellectual rights thus, we acknowledge that you will own all the rights, title and interest in and over any of the User's Content provided by you.
- 9.2 While we grant you permission to access and use our Services, it is imperative to understand that we retain full and exclusive ownership of all Intellectual Property rights associated with these Services. This intellectual property includes, but is not limited to, source code, technical capabilities for speech synthesis, voice cloning, voice design, databases, functionality, software, technology, videos, website designs, text, graphics, their arrangement and design, as well as our trademarks, trade names, and logos.
- 9.3 You also acknowledge that we will hold and shall continue to hold all the Intellectual Property rights over the Camb.ai's Content, Site and Platform, including all improvements, enhancements or modification. The Camb.ai's Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws, as applicable. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Camb.ai's Content accessed through the Service.
- 9.4 You agree to grant us necessary rights and license to use the User's Content you upload to perform our Services and to improve our Services and models. We hope to enhance your experience and offer you improved Service. You represent and warrant that you have all rights to grant such license to us without infringement or violation of any third-party rights, including without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.

10. **Usage of User's Content**

- 10.1. You acknowledge and agree that, notwithstanding anything else, the Company may generate and maintain Aggregated Data, and, during and after the term of this Agreement, freely use and make available Aggregated Data for the Company's business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing the Company's products and services).
- 10.2. You understand that all information publicly posted or privately transmitted through the Service is the sole responsibility of the individual or entity from whom such Content originated. However, you expressly acknowledge that we will not be liable for any errors or omissions or limitation in any User's Content; and that we cannot guarantee the identity of any other users with whom you may interact in the course of using the Service.
- 10.3. You should be aware that the opinions expressed in the User's Content are yours alone and do not reflect the opinions of ours.
- 10.4. You should bear in mind that circumstances change and that information that may have been accurate at the time of posting will not necessarily remain so.
- 10.5. Please be advised that the User's Content uploaded to our platform are subject to processing. You also agree and acknowledge that the User's Content may be used by us for the purpose of training the artificial intelligence model/engine on which our Platform is built. Should you wish to have your User Content deleted, please write to us at info@camb.ai

11. **Services Disclaimer:**

- 11.1. Whatever information contained in the Services, other than any User's Content, is for general information purpose only. We acknowledge that we shall make every endeavor to keep the information up-to-date and correct however, we make no representation or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Services or the information contained on the Services for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

12. **User Obligations:**

- 12.1 You shall comply with all applicable laws in connection with the Service including those related to transmission of media or any other data.

12.2 You understand that using the Services will result in the alteration of the original User's Content. Further, in this respect, you agree that by way of sharing the content for localization, you are extending all necessary consent and permissions necessary for Company and its extended team to localize/alter the original User's Content using its automated platform and manual intervention. You warrant that you have all necessary rights on the User's Content to give such localization permissions to Company, and will not hold Company liable for any content rights violations.

12.3 You acknowledge that Company uses its technology only for ethical commercial purposes and will not be liable for any content rights claims or content appropriateness whatsoever from either the User/You or any other third party.

12.4 You shall procure, or cause to procure, all necessary information, approvals, permissions, authorisations or decisions that are reasonably necessary for the Company or its authorized personnel to perform the Services and any other information as may be required to be displayed as required by Applicable Law, including data protection laws, in order to aid the Company to render the Services to the Users. Additionally, the User acknowledges and agrees that it shall be solely responsible for obtaining all requisite permissions, consents, and authorizations from individuals whose data may be processed by the Company for the provision of Services, including but not limited to any voice recordings, videos etc.

13. **Rules and Conduct:**

13.1. As a condition of use, you promise not to use the Service for any purpose that is prohibited by these Terms of Use or is termed illegal in your residing country. You acknowledge that you are responsible for all of your activity in connection with the Service.

13.2. Additionally, you shall abide by all applicable local, state, national and international laws and regulations and, if you represent a business, any advertising, marketing, privacy, or other self-regulatory code(s) applicable to your industry.

13.3. By acknowledging, and not as a limitation, you shall not (and shall not permit any third party to) either (a) take a screenrecord video or screenshot (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any User's Content on or through the Service, that:

- a) belongs to another person or to other User and to which the User does not have any right;
- b) is defamatory, obscene, pornographic, pedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libelous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;
- c) is harmful to child;
- d) infringes any patent, trademark, copyright or other proprietary rights;
- e) violates any law for the time being in force in the User's country;
- f) deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
- g) impersonates another person;
- h) contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;
- i) is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person or any other User;
- j) You will not, nor permit or encourage any third party to, directly or indirectly
 - i. distribute, rent, lease, or otherwise sell the Platform or the Site or any Content or data produced by the Platform or the Site to any third party (including on a service bureau or similar basis) through impersonation or otherwise;
 - ii. Modify or create derivative works based on any element of the Platform;
 - iii. decompile, reverse engineer, or translate any portion of the Platform into human-readable form (except to the extent this restriction is prohibited by applicable law);

- iv. use the Services in a manner that violates the rights of any third party, any contract to which you are bound, or applicable law;
 - v. interfere with or disrupt the operation of the Platform and/or the Site;
 - vi. access the Services in an unauthorized manner;
 - vii. use the Platform for purposes of competing with Camb.ai, through solicitation or other means;
 - viii. post, store, or transmit any illegal Content or Content deemed by us to be offensive, obscene, or unethical;
 - ix. harass, mistreat, or abuse any employee of ours or other User of the Services;
- 13.4. You will not, nor permit or encourage any third party to, directly or indirectly (i) publicly display, distribute, or otherwise disseminate any parts of our Services for any purpose; (ii) sell or license any aspect of our Services for commercial purposes; (iii) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to a Platform or any software, Documentation or data related to the Platform (ii) modify, translate, or create derivative works based on the Platform or Software; (iii) use the Platform or Software for timesharing or service bureau purposes or other computer service to a third party; (iv) modify, remove or obstruct any proprietary notices or labels; or (v) use the Software or the Platform in any manner to assist or take part in the research, development, marketing or sale of a product potentially competitive with such Software, Platform or other offerings.
- 13.5. We reserves the right to (i) remove, suspend, edit or modify any Content in our sole discretion, including without limitation any User's Contents at any time, without notice to you and for any reasons as mentioned (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if camb.ai is concerned that you may have violated these Terms of Use), or for no reason at all and (ii) to remove, suspend or block any User from the Service.
- 13.6. We also reserves the right to access, read, preserve, and disclose any information as we reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Use, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of camb.ai, its users and the public.

If you see something inappropriate, use the "Report Content" option to alert us so that we can take immediate action as needed.

14. Accuracy and Technical Disruptions

- 14.1. It is possible that you may face disruptions, including, but not limited to errors, disconnections or interferences in communication in the internet services, software or hardware that you have used to avail our Services. We are not responsible for such factors which results in the disruption or interruption in the Services and you take full responsibility with complete knowledge for any risk of loss or damages caused due to interruption of services for any such reasons.
- 14.2. You also acknowledge that the Services are based on an artificial intelligence model and it may encounter occasional errors or interferences or glitches or bugs which may result in disruption of the Services. We will not be responsible for any resulting financial or reputational loss incurred by you for such errors, interferences, glitches and/or bugs.
- 14.3. You accept and acknowledge the Services offered by the Company through its proprietary Platform utilize machine learning algorithms and artificial intelligence technologies, which are subject to continuous improvement and refinement. While Company endeavors to enhance the accuracy of the system over time, it is understood that achieving 100% accuracy is not guaranteed or feasible.

15. Advertisements, Third Party Sites and Services

- 15.1. Some of our Services are supported by advertising revenue and because of this we may display advertisements, promotions, and links to third-party websites. You hereby agree that we may place such advertising and promotions on our Services or on, about, or in conjunction with your User's Content. The manner, mode and extent of such advertising and promotions are subject to change with or without specific notice to you.
- 15.2. The Service may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Site. When you access third party websites, you do so at your own risk. These third party websites are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or

resources. The inclusion of any such link does not imply endorsement by us or any association with its operators. You further acknowledge and agree that we shall not be responsible or be held liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Content, goods or services available on or through any such website or resource.

16. **Analytics**

We may use third-party service providers to monitor and analyze the use of our Service including but not limited to Sentry.io. To do this, we may use these softwares to monitor the stability of Service and identify code errors or exceptions. The software only uses user data that is automatically transmitted by your browser including, but not limited to time stamps, resource/URL, runtime environment, error type, error category, browser version, OS and device categorization, and technical error log.

17. **Subscriptions, Payments and Billing**

17.1. Certain components of the Service are subject to subscription-based billing. You will be charged in advance at regular intervals, which we refer to as the Subscription Cycle. The frequency of your Subscription Cycle, whether it's monthly or annually, depends on the specific subscription plan you choose when acquiring a Subscription.

17.2. When each Subscription Cycle concludes, your Subscription will automatically renew with the same terms, unless you decide to cancel it or Camb.ai chooses to terminate it. You have the option to halt the renewal of your Subscription through your online account management page or by getting in touch with Camb.ai's customer support team.

17.3. You agree to pay us the fees, in the amounts and at the times specified in the selected plan/subscription. In order to set up an account with us, you must provide and update accurate and complete billing information including legal name, address, telephone number, and a valid credit card detail. By submitting such credit card information, you give us permission to charge all the requisite fees incurred through your Camb.ai account. Further, we reserve the right to terminate this Agreement if you do not provide a valid credit card for the payment of fees hereunder.

17.4. We reserve the right to change the prices at any time without notice. The pricing will be reflected on the Website. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount.

17.5. By agreeing to these Terms and using the Services, you agree to be billed on a recurring basis and to be automatically charged by us or our third-party payment processors upon invoicing. If your payment of Fees is subject to other terms and conditions, as set forth in Forms, invoices or otherwise, then those other terms and conditions apply in addition to these Terms. We reserve the right to deactivate, terminate, prevent access to, disable services for, and/or delete any Accounts or access to the Services at any time at our sole discretion, including for nonpayment, late payment, or failure to charge your Payment Methods upon invoicing.

17.6. The Fees charged by Camb.ai does not encompass any form of government-imposed taxes, such as value-added, sales, goods and service, use, or withholding taxes, among others ("**Taxes**"). It is your responsibility to cover all Taxes associated with purchases through this Platform.

17.7. We may utilize third-party services to aid in processing payments and finalizing payments. When you submit your information, you authorize us to share this information with third-party entities in accordance with our Privacy Policy.

17.8. Any fees, including Subscription Charges/Fees, paid hereunder are non-refundable.

18. **Termination**

18.1. We at all point of time retain the right to terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, with effective immediately or at a later date, which may result in the forfeiture and destruction of all information associated with your membership.

18.2. If you wish to terminate your account, you may do so by contacting us at ack@Camb.ai. All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

18.3. All provisions of this Terms of Use, which by their nature should survive termination shall survive termination, including but not limited to, ownership provisions, warranty disclaimers, indemnity and limitation of liability.

19. **Warranty Disclaimer**

- 19.1. Save to the extent required by law, we have no special relationship with or fiduciary duty to you. You acknowledge that we have no control over, and no duty to take any action regarding: which users gain access to the Service; what content you access via the Service; what effects the content may have on you; how you may interpret or use the content; or what actions you may take as a result of having been exposed to the content.
- 19.2. You acknowledge that any content accessed by you through the Services is for your reference alone. We do not guarantee the accuracy or efficacy of the Content, the Service and do not warrant that use of the same will result in any guaranteed or outcomes or will meet your expectations.
- 19.3. You release us from all liability for you having acquired or not acquired, exposed or not exposed to any type of Content through the Service. The Service may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. Camb.ai makes no representations concerning any Content contained in or accessed through the Service, and Camb.ai will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Service and cannot be held liable for any third-party claims, losses or damages.
- 19.4. You release us from all liability relating to your connections and relationships with other Users. You understand that we do not, in any way, screen users, nor do we inquire into the backgrounds of users or attempt to verify their backgrounds or statements. We make no representations or warranties as to the conduct of users or the veracity of any information users provide. In no event shall we be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the Services, including, without limitation, bodily injury, emotional distress, and any damages resulting in any way from communications or meetings with users or persons you may otherwise meet through the Services. As such, you agree to take reasonable precautions and exercise the utmost personal care in all interactions with any individual you come into contact with through the Services, particularly if you decide to meet such individuals in person. For example, you should not, under any circumstances, provide your financial information (e.g., credit card or bank account numbers) to other individuals.
- 19.5. THE SITE, SERVICE AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND ARE PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, SAVE TO THE EXTENT REQUIRED BY LAW.
- 19.6. CAMB.AI, AND ITS TEAM, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (A) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE WEBSITE, SERVICE AND CONTENT IS SOLELY AT YOUR OWN RISK. SOME STATES / COUNTRIES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

20. **Indemnification**

- 20.1. You acknowledge and agree to defend, indemnify, and hold harmless us, our affiliates and each of our and their affiliates' employees, contractors, directors, suppliers and representatives from all losses, costs, actions, claims, damages, expenses (including reasonable legal costs) or liabilities, that arise from or relate to your use or misuse of, or access to, the Site, Service, User's Content, violation of these Terms of Use, or infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity (save to the extent that a court of competent jurisdiction holds that such claim arose due to an act or omission of camb.ai). We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully assist and cooperate with us in asserting any available defenses.

21. **Limitation of Liability**

- 21.1. ALL LIABILITY OF CAMB.AI, ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS OR CONTENT PROVIDERS HOWSOEVER ARISING FOR ANY LOSS SUFFERED AS A RESULT OF YOUR USE THE SITE, SERVICE, CONTENT OR USER'S CONTENT IS EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, SAVE THAT, IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT LIABILITY OF CAMB.AI, ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS (AS APPLICABLE) HAS ARISEN, THE TOTAL OF SUCH LIABILITY SHALL BE LIMITED IN AGGREGATE TO FEES PAYABLE TO CAMB.AI BY THE USER.

- 21.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL C.A.I., NOR ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY OR OTHERWISE (AND WHETHER OR NOT C.A.I., ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS HAD PRIOR KNOWLEDGE OF THE CIRCUMSTANCES GIVING RISE TO SUCH LOSS OR DAMAGE) WITH RESPECT TO THE SITE, SERVICE, CONTENT OR USER'S CONTENT FOR:
- A. INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES;
 - B. LOSS OF ACTUAL OR ANTICIPATED PROFITS;
 - C. LOSS OF REVENUE;
 - D. LOSS OF GOODWILL;
 - E. LOSS OF DATA;
 - F. LOSS OF ANTICIPATED SAVINGS;
 - G. WASTED EXPENDITURE; OR
 - H. COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.
- 21.3. NOTHING IN THESE TERMS OF USE SHALL BE DEEMED TO EXCLUDE OR LIMIT YOUR LIABILITY IN RESPECT OF ANY INDEMNITY GIVEN BY YOU UNDER THESE TERMS OF USE. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, C.A.I.'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

22. **Governing Law and Arbitration:**

- 22.1. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and Camb.ai agree that any cause of action arising out of or related to the Service must commence within six months after the cause of action arose; otherwise, such cause of action is permanently barred.
- 22.2. Terms of Use and all other policies available on this Service shall be interpreted and construed in accordance with the laws of United Arab Emirates (UAE) and the parties submit to the exclusive jurisdiction of the UAE courts. If any provision of these Terms is invalid, or unenforceable in whole or in part, the validity and enforceability of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 22.3. Any dispute or claim arising from the Services, including their enforceability or termination under these Terms of Use and related policies, will be resolved through arbitration. The arbitration will follow the DIAC Arbitration Rules 2022 and be presided over by an arbitrator selected from a panel of independent arbitrators designated by camb.ai. The arbitration will take place in Dubai, with proceedings conducted in English. Both the User and Camb.ai expressly agree to the exclusive jurisdiction of the UAE courts for any disputes or claims pertaining to this subject matter.
- 22.4. Except as mandated under law, you agree to waive any right to participate in a class-action lawsuit for the purpose of any dispute arising out of or due to the usage of Services.

23. **Integration and Severability:**

- 23.1. This Terms of Use should be regarded as the entire agreement between you and camb.ai with respect to the Service and use of the Site, Services, accessing User's Content, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and camb.ai with respect to the Services. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms of Use to be binding, camb.ai must provide you with written notice of such waiver through one of its authorized representatives.

24. **Modification of Terms of Use**

- 24.1. We reserve the right, at our sole discretion, to modify or replace any of these Terms of Use, or change, suspend, terminate or discontinue the Service (including without limitation, the availability of any feature, database, or content) or change the nature of the artificial intelligence model/engine at any time by posting a notice on the Site or by sending you a notice through the Service or via email. We may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Service following the posting of any changes to these Terms of Use constitutes acceptance of those changes. You shall also be notified of any modifications to these Terms of Use as and when effected or at least once a year.

25. **Notice**

- 25.1. We may give notice by means of a general notice on the Services, notification within the Site on your Account, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may send a notice to us by written communication to our email address info@Camb.AI
- 25.2. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. Notices sent by email shall be deemed to have been received at the time the email enters the information system of the intended recipient provided that no error message indicating failure to deliver has been received by the sender.

26. **General**

- 26.1. You may not assign or transfer these Terms of Use in whole or in part without Camb.ai's prior written approval. You hereby give your approval to Camb.ai for it to assign or transfer these Terms of Use in whole or in part, including to: (I) a subsidiary or affiliate; (ii) an acquirer of Camb.ai's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, Camb.ai or any Third-Party Provider as a result of the contract between you and Camb.ai or use of the Services.
- 26.2. If any provision of these Terms of Use is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms of Use but the legality, validity and enforceability of the other provisions in these Terms of Use shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms of Use. These Terms of Use constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In these Terms of Use, the words "including" and "include" mean "including, but not limited to."

Contact

Email us at: medhavi@Camb.AI

Our grievance / nodal officer may be contacted at: medhavi@Camb.AI