

AMBIENT NETWORK TERMS OF SERVICE

Last Updated: November 21, 2024

These Terms of Service are entered into by and between you and Ambient Network, a Cayman Islands foundation company (“Ambient,” “Company,” “we,” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “Terms of Service,” or “Terms”), govern your access to and use of <https://ambient.network> (the “Platform”), including any content, functionality, and services offered on or through the Platform, whether as a guest or a registered user.

Please read the Terms of Service carefully before you start to use the Platform. **By using the Platform or by clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy, incorporated herein by reference.** If you do not want to agree to these Terms of Service or the Privacy Policy, you must not access or use the Platform.

This Platform is offered and available to users who are 18 years of age or older. By using this Platform, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Platform.

By accessing the Platform, you agree to abide by these Terms of Service and to comply with all applicable laws and regulations. We reserve the right to review and amend any of these Terms at our sole discretion and update this page. Any changes to these Terms will take effect immediately from the date of publication. If you do not agree with these Terms, you are prohibited from using or accessing our Platform or using any other services provided by us.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE PLATFORM. THESE TERMS GOVERN YOUR USE OF THE PLATFORM, APP, THE SITE, AND ANY PURCHASES YOU MAKE, UNLESS WE HAVE EXECUTED A SEPARATE WRITTEN AGREEMENT WITH YOU FOR THAT PURPOSE. WE ARE ONLY WILLING TO MAKE THE PLATFORM AVAILABLE TO YOU IF YOU ACCEPT ALL OF THESE TERMS. BY USING THE PLATFORM, YOU ARE CONFIRMING YOU UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THESE TERMS. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ACCEPT THESE TERMS ON THAT ENTITY’S BEHALF, IN WHICH CASE “YOU” WILL MEAN THAT ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT ACCEPT ALL OF THESE TERMS, THEN WE ARE UNWILLING TO MAKE THE PLATFORM AVAILABLE TO YOU. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE PLATFORM.

YOUR USE OF THE PLATFORM IS ENTIRELY AT YOUR OWN RISK.

CHANGES TO THE TERMS OF SERVICE

We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Platform thereafter. However, any changes to the dispute resolution provisions set out in “Governing Law and Jurisdiction” will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Platform.

Your continued use of the Platform following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

SERVICES PROVIDED

We intend to create the world’s largest decentralized network of environmental sensors and ambient data (the “Network”). We empower individuals and organizations worldwide to make significant impacts on environmental decisions and drive positive change at scale. You may join the Network by deploying environmental sensors and gain access to real-time environmental insights. You will receive rewards for your participation in the Network and contribution to collective action for a meaningful impact on the planet’s wellbeing.

The Ambient Map. The Ambient Map allows users to view air quality information from the public sensors of other users via a geographic map.

The Ambient API. The Ambient API allows users to access both historical and real-time air quality data from temperature and humidity to pollutant levels such as CO2, O3, NO2 and PM, via an application programming interface.

SENSORS

The Company sells a number of different internet-connected air-quality monitors or sensors (the “Sensors”) on the Platform. The Sensors measure airborne particulate matter, such as PM1, PM2.5, PM10, CO2, TVOCs, NOX, temperature and humidity, in real-time and transmit this information back to the Network via the internet.

Product Description. We attempt to be as accurate as possible. However, we do not warrant that product descriptions or other content on the Platform are accurate, complete, reliable, current, or error-free. If a product offered on the Platform itself is not as described, your sole remedy is to return it in unused condition.

Terms of Sensor Sale. You may choose to purchase a Sensor from our Platform. We solely determine what Sensors will be sold through the Platform as well as all pricing discounts, offers, incentives, coupons and coupon codes that may be offered from time to time. For every order you place, you are (i) offering to purchase a product, (ii) representing that you are of legal age to enter and execute a legally binding contract in your jurisdiction, and (iii) representing that all information you provide to us in connection with such order is true and accurate including the

method of payment(s) and payment instrument. The receipt by you of an order confirmation does not constitute a formal acceptance by Ambient. We retain the right to refuse any request to purchase made by you for any reason whatsoever. All prices and products advertised are subject to change. Ambient Technologies Inc., a Delaware corporation, acts on behalf of the Company as the billing and collection agent.

Sensor Order Acceptance. Prior to accepting any order, Ambient reserves the right to verify any information you send to us. Ambient reserves the right at any time after receipt of your order to accept or decline your order, or any portion thereof, even after your receipt of an order confirmation from us. In its sole discretion, Ambient reserves the right to limit the number of items ordered and to refuse service to you without prior notification. In the event that an item lists an incorrect price, either due to typographical or other error, Ambient shall have the right to refuse or cancel any such order placed for the incorrect price, regardless of whether the order is being or has been processed. If payment has already been made or if your account has already been charged for the purchase and the order is canceled, Ambient shall refund or credit your account in the amount of the incorrect price.

Risk of Loss and Title. THE RISK OF LOSS AND TITLE FOR SENSORS PURCHASED BY YOU PASS TO YOU UPON OUR DELIVERY OF THE PRODUCT(S) TO THE CARRIER.

Sensor Returns and Right of Withdrawal. The Customer has a maximum of fourteen (14) calendar days from the date of delivery of the Product (or the date of conclusion of the contract if it is a Service), to communicate its withdrawal, total or partial, from the contract with which you purchased the Product or Service, in accordance with current legislation. The Customer has 14 calendar days from the notice of withdrawal to return to Ambient the Product (or Products). If the return does not take place within this period, the withdrawal becomes ineffective. The return of the Products or the withdrawal from the Service does not entail any penalty for the Customer. Without prejudice to the foregoing, the Customer shall bear the costs of returning the Products.

In any case, the Customer – in order to allow Ambient to identify the returned Products – will take care to include in the package the duly completed Withdrawal Form. The Customer shall not have the right of withdrawal if he has purchased products packaged in accordance with the Customer’s specifications or clearly customized.

In case the device is non-compliant, you have thirty (30) calendar days from receipt of delivery to return the Sensor to a designated address based on the provided Warranty.

All details for shipping, delivery, and returns are available at this link:
■ [Ambient Shipping, RMA, and refund policy.pdf](#)

Sensor Payment via Third Party. Ambient will use a third-party electronic payment processing provider (“Payment Processor”) for payment services, such as card acceptance, merchant settlement, and related services (collectively, “Payment Services”) for payments related to the sale of Sensors. By making use of some or all of these Payment Services, you agree to be bound by the terms and conditions of this Payment Processor as well as its privacy policy and hereby consent and authorize us to delegate the authorizations and share the information you provide to us with this Payment Processor to the extent required to provide the Payment Services to you.

Customs. Orders shipped to a certain country may be subject to customs duties. In order to determine that amount, you must directly contact the appropriate customs office at your place of residence. You will bear the customs and any other additional costs associated with the order. Any additional charges must be fulfilled by the recipient, we do not collect this beforehand and cannot give you an estimate of the costs as charges vary around the world.

Other Businesses. Parties other than Ambient may sell product lines on the Platform. If you purchase any of the products offered by these businesses, you are purchasing directly from those third parties, not from Ambient. We are not responsible for examining or evaluating, and we do not warrant, the offering of any of these businesses, including the content of their websites. Ambient does not assume any responsibility or liability for actions, products, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

Warranty. Sensor purchased on the Platform includes a minimum term of one (1) year for North America and two (2) years for Europe (UK included) from the date of delivery of the Sensor. Ambient will not be responsible for devices shipped to countries outside of regions certified by the device manufacturer for each device. The warranty is valid only for the original purchaser of the sensor and will not apply to any resales of the sensor. If the device is opened or the seal is broken, the warranty will be void. Any parts not included in the original manufacturer's warranty are not covered.

LICENSES

To participate in the Network, you will either buy an air-quality sensor on the Platform or migrate an approved air-quality sensor from a third party manufacturer, which we may allow at our sole discretion. Ambient requires a non-exclusive, non-transferable, perpetual onboarding license (the “License”) to be purchased in order to connect approved air-quality sensors to the Network and participate in the rewards program as described below.

License Fee. A one-time onboarding license fee (the “License Fee”) is required to connect the sensor to the Network for the first time and to maintain a connection to the Network.

Conditions of Use. With a purchase of the Sensors for the collections of air quality data and participation in the Network, you agree to use the Sensors in accordance with the following condition and requirements:

1. Connect the Sensor to the electricity grid in order to enable it to be operated and charged;
2. Connect the Sensor to the Internet for the transmission and collection of detected environmental quality data and for remote connection to the computer system; and
3. Avoid tampering with and manipulating air quality detection equipment in any way or by any means.
4. Sensors with GPS (like the Airqinos) need to be deployed outdoors in areas with GPS coverage.

Ownership of data collected. With a purchase of the Sensors for the collections of air quality data and participation in the Network, you agree to accept the following conditions:

1. All environmental data collected by the Sensors are the exclusive property of Ambient, including any future economic use and exploitation that may result;
2. Under no circumstances may you make any claim on the data owned by Ambient, even if it is generated by your Sensor(s); and
3. You may have the right to display, store and publish the data collected by your Sensor(s) for personal use only and may not do so for professional or commercial purposes.

Ambient reserves the right to suspend or terminate your License, at its sole discretion, if you breach any of the conditions above.

License Refunds and Right of Withdrawal. The Customer has a maximum of 14 calendar days from the purchase of the license to request a refund, as long as it was never activated and connected to a sensor. Exercising the right of withdrawal does not entail any penalty for the Customer. An activation of the licenses terminates the right for a refund.

KYC

Ambient operates a permissioned onboarding process to administer rewards which includes Know Your Customer (KYC) requirements for all users through a third-party service provided (“KYC processor”). The Customer takes full responsibility for the truthfulness of the data indicated at the time of KYC registration. Inability to complete the KYC onboarding process will prevent receipt of network rewards.

REWARDS

Your purchase of the Sensor and its successful onboarding and having completed required network actions ~~and operation~~ according to the instructions provided by Ambient entitles you to participate in a rewards program whereby the Sensors sold constantly record data on air quality and air pollution, accumulating, according to an algorithm, a number of digital tokens issued by Ambient (the “Ambient Tokens” or “Tokens”) on the Customer’s account (the “Reward Program”).

The actual number of Tokens earned through the Rewards Program may vary both for causes dependent on Ambient, such as changes in its reward policy and for causes not dependent on Ambient, such as power outages or disconnection from the power grid, insufficient battery charge, device malfunction, lack of internet connectivity, limitations by third party (i.e. device manufacturer) API services, etc.

You acknowledge that the Rewards Program may be updated from time to time as published on the Platform by Ambient at its sole discretion.

Ambient reserves the right to disconnect from the Network and terminate your participation in the Rewards Program for any Sensor that appears to be installed in unsuitable locations and/or operated for the sole purpose of earning rewards. Examples include:

1. Sensors meant for outdoor use are installed indoors, or vice versa;
2. Sensors are installed in unsuitable locations, as such as in close proximity of pollution sources or in places with reduced air circulation; and
3. Two or more Sensors of the same type operated by a single user in close proximity to one another, so that their aggregate data provides similar or duplicate information as obtained from a single sensor.

In such cases Ambient will first attempt to communicate the issue with the deployer in order to address the root of the problem before proceeding with a disconnection.

ACCESSING THE PLATFORM AND ACCOUNT SECURITY

We reserve the right to withdraw or amend this Platform, and any service or material we provide on the Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Platform.
- Ensuring that all persons who access the Platform through your internet connection are aware of these Terms of Service and comply with them.

To access the Platform or some of the services and resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Platform that all the information you provide on the Platform is correct, current, and complete. You agree that all information you provide to register with this Platform or otherwise, including, but not limited to, through the use of any interactive features on the Platform, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Platform or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Service.

INTELLECTUAL PROPERTY RIGHTS

The Platform and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Service permit you to use the Platform for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Platform, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Platform for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Platform or any services or materials available through the Platform.

If you wish to make any use of material on the Platform other than that set out in this section, please address your request to: hello@ambient.network

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms of Service, your right to use the Platform will stop immediately and you must, at our option, return or destroy any copies of the materials you

have made. No right, title, or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Platform not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark, and other laws.

TRADEMARKS

The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Platform are the trademarks of their respective owners.

PROHIBITED USES

You may use the Platform only for lawful purposes and in accordance with these Terms of Service. You agree not to use the Platform:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the EU, the US, the Cayman Islands or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Service.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm the Company or users of the Platform, or expose them to liability.

Additionally, you agree not to:

- Use the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Platform, including their ability to engage in real time activities through the Platform.
- Use any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.

- Use any manual process to monitor or copy any of the material on the Platform, or for any other purpose not expressly authorized in these Terms of Service, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Platform.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer, or database connected to the Platform.
- Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Platform.

USER CONTRIBUTIONS

The Platform may contain message boards, chat rooms, personal web pages or profiles, forums, and other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, “**User Contributions**”) on or through the Platform.

All User Contributions must comply with the Content Standards set out in these Terms of Service.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Platform, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Service.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Platform.

WE ARE UNDER NO OBLIGATION TO USE, EDIT OR CONTROL USER CONTENT THAT YOU OR ANY OTHER USER POSTS ON THE PLATFORM AND WILL NOT BE IN ANY WAY RESPONSIBLE OR LIABLE FOR USER CONTENT. WE DO NOT GUARANTEE THAT ANY USER CONTENT IS ACCURATE, TRUTHFUL OR

APPROPRIATE FOR ITS STATED PURPOSE. WE MAY, HOWEVER, AT ANY TIME AND WITHOUT PRIOR NOTICE, SCREEN, REMOVE, EDIT, OR BLOCK ANY USER CONTENT THAT IN OUR SOLE JUDGMENT VIOLATES THESE TERMS OR IS OTHERWISE OBJECTIONABLE, SUCH AS, WITHOUT LIMITATION, USER CONTENT THAT WE DETERMINE IS OR COULD BE INTERPRETED TO BE ABUSIVE, BIGOTED, DANGEROUS, DEFAMATORY, FALSE, HARASSING, HARMFUL, INFRINGING, MISLEADING, OBSCENE, OFFENSIVE, PORNOGRAPHIC, RACIST, THREATENING, UNLAWFUL, VIOLENT, VULGAR, OR OTHERWISE INAPPROPRIATE.

MONITORING AND ENFORCEMENT; TERMINATION

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Service, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Platform or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform.
- Terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of these Terms of Service.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform.

YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the Platform, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

CONTENT STANDARDS

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Service and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

COPYRIGHT INFRINGEMENT

If you believe that any User Contributions violate your copyright, please contact us immediately for instructions on sending us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

RELIANCE ON INFORMATION POSTED

The information presented on or through the Platform is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents.

This Platform includes content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials

do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

CHANGES TO THE PLATFORM

We may update the content on this Platform from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Platform may be out of date at any given time, and we are under no obligation to update such material.

INFORMATION ABOUT YOU AND YOUR VISITS TO THE PLATFORM

All information we collect on this Platform is subject to our Privacy Policy. By using the Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

LINKING TO THE PLATFORM AND SOCIAL MEDIA FEATURES

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Platform may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Platform.
- Send emails or other communications with certain content, or links to certain content, on this Platform.
- Cause limited portions of content on this Platform to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Platform or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Platform other than the homepage.
- Otherwise take any action with respect to the materials on this Platform that is inconsistent with any other provision of these Terms of Service.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Service.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

LINKS FROM THE PLATFORM

If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party Platforms linked to this Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such Platforms.

DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY PLATFORM LINKED TO IT.

YOUR USE OF THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE PLATFORM, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION ON LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, CONSULTANTS, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE PLATFORM OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE LIMITATION OF LIABILITY SET OUT ABOVE DOES NOT APPLY TO LIABILITY RESULTING FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, consultants, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Service or your use of the Platform, including, but not limited to, your User Contributions, any use of the Platform's content, services, and products other than as expressly authorized in these Terms of Service, or your use of any information obtained from the Platform.

GOVERNING LAW AND JURISDICTION

All matters relating to the Platform and these Terms of Service, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the Cayman Islands without giving

effect to any choice or conflict of law provision or rule (whether of the Cayman Islands or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Service or the Platform shall be instituted exclusively in the courts of the Cayman Islands in each case located in the although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Service in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

DISPUTE RESOLUTION; ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND US, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT THE COMPANY AND YOU ARE EACH WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

NO CLASS ACTION

YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

WAIVER AND SEVERABILITY

No waiver by the Company of any term or condition set out in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

ENTIRE AGREEMENT

The Terms of Service and our Privacy Policy constitute the sole and entire agreement between you and the Company regarding the Platform and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Platform.

YOUR COMMENTS AND CONCERNS

All notices of copyright infringement claims should be sent in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Platform should be directed to: hello@ambient.network