

## Chatbot Terms of Use

This Terms of Use ("Terms") govern the use of hiihat Global's chatbot feature and is effective upon the first use or access to the chatbot (as defined below). This Terms is a contract between a chatbot user and hiihat Global ("hiihat") (each a "Party", and collectively the "Parties"). You acknowledge that you are agreeing to this Terms on behalf of yourself or an organization, and you represent and warrant that you have the authority to bind the organization to this Terms. If you do not agree to this Terms, do not access, or use the chatbot feature.

## Definitions

- **"Affiliate"** is included in the term Organization, Party, or Parties, and means any business entity that, from time to time, is controlled by or under common control with Organization or is an Organization's authorized agent to procure services and products under this Terms.
- **"Chatbot"** is a computer application, using artificial intelligence, on hiihat's website that simulates and processes human conversation allowing chatbot users to interact with digital devices as if they were communicating with a real person.
- **"Chatbot User(s)"** means individuals or organizations who use the chatbot feature to ask questions.
- **"Intellectual Property"** means patents, copyrights, trade secrets, trademarks (including trade names, logos and service marks) and confidential know-how, in each case whether registered or unregistered, and including any applications or registrations for any of these, and the equivalent, on a world-wide basis, and related all rights.
- **"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- **"User Data"** means all information, data, and materials provided, uploaded, or approved to be uploaded by a third party, by a user, whether in electronic form or otherwise.

## Chatbot

- **Provision of Chatbot.** hiihat shall make chatbot available to individual and organization users pursuant to this Terms. Individual and organization users agree that the use of the chatbot feature is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by hiihat regarding future functionality or features.

## Third Party Content.

- There may be links and pointers to third party websites or content. These sites or content referenced or linked in a chat may not be under hiihat control. hiihat does not assume any responsibility or liability for any information, communications, or materials available at such linked sites or content, or at any link contained in a linked site or third-party content. Each individual site has its own set of policies regarding information contained within the site. Chatbot users assume sole responsibility for use of third-party content, links, and pointers. Further, any such links or pointers do not constitute hiihat endorsement of any products and services.

## Proprietary Rights

- **Reservation of Rights.** hiihat's website, hiihat.com, where the chatbot feature resides, is protected by law, including, but not limited to, United States copyright law and international treaties. Chatbot contents, including, without limitation; text, pictures, graphics, source code, and other files as well as the selection and arrangement are copyrighted materials of hiihat or its licensors, all rights reserved. The trademarks, service marks, trade names, and logos, including, but not limited to, page headers, custom graphics, button icons, and scripts (collectively, the "Trademarks") used and displayed in the chatbot are registered and

unregistered trademarks, service marks and/or trade dress of hiihat or its licensors, and users may not copy, imitate or use the Trademarks, in whole or in part, for any purpose, including without limitation in any marketing or advertising materials.

Subject to the limited rights expressly granted, hiihat or its licensors, as applicable, reserve all rights, title, and interest in and to the chatbot, the aggregated statistical data collected, and all related intellectual property rights. No rights are granted to users other than as expressly set forth.

#### **Data Use and License Grant**

- **License Grant.** hiihat grants to users the right to use chatbot solely for informational purposes (the "Authorized Use"). For any use other than an Authorized Use, user must receive hiihat's express written permission.
- **Suggestions.** hiihat shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate any suggestions, enhancement requests, recommendations, or other feedback, including utilization data, provided by users.
- **Aggregate Data.** User Data may be utilized to create data analytics. hiihat may aggregate and de-identify User Data and will own the resulting aggregated data collected. De-identified and aggregate information may be shared with all who participate in the chatbot feature and any such data disclosed to third parties will be de-identified and will not be traceable to users. By accepting this Terms, user consents to the collection, processing, disclosure, and transfer of User Data for the above stated purposes.

#### **Warranties, Exclusive Remedies, Disclaimers, and Liability**

- The chatbot feature, including all content, applications, software, functions, materials, and information, is provided "as is," "with all faults" and without any warranties of any kind, express or implied. hiihat, and its affiliates and licensors, disclaim all warranties with respect to the chatbot feature, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, title, quiet enjoyment, merchantability of computer programs, data accuracy, system integration, and informational content.
- Neither hiihat, its respective affiliates, or licensors warrant or make any representations regarding the operation of the chatbot, the use, validity, accuracy or reliability of, or the results of the use of the materials available or any other website linked in the chatbot. The materials may be out of date, and neither hiihat, its affiliates, or licensors makes any commitment to update the materials in the chatbot. The chatbot may be used to access and transfer information over the internet; user acknowledges that neither hiihat, its affiliates, vendors, or licensors operate or control the internet. Neither hiihat, its affiliates, or licensors warrant that the chatbot, software, materials, products, or services will be uninterrupted or error-free or that any defects in software, materials, products, or services will be corrected.
- **Responsibility; Professional Advice.** User assumes all responsibilities and obligations with respect to the use of chatbot and any decisions made or given as a result of the use or application of the chatbot, including those to any third party, for the content, accuracy, and review of such results. Neither hiihat, its affiliates, or licensors are engaged in rendering legal, medical, accounting, tax or other professional advice or services. If legal, accounting, medical, accounting, tax or other expert assistance is required, the services of a competent professional should be sought.
- **Limitation of Liability.** In no event shall hiihat, its directors, officers, employees and agents be liable for any lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the chatbot provided under this Terms, even if hiihat has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

- **Update to Terms.** hiihat reserves the right to modify the chatbot feature and the materials, features and services provided at any time without prior notice to users. hiihat shall have the right to revise this Terms at any time by updating this posting. By using the chatbot, user agrees to be bound by any such revisions.
- **International Use.** Neither hiihat nor its affiliates make any representation that materials, features or services on chatbot are appropriate or available for use in locations outside the United States. Those who choose to access chatbot from other locations do so on their own initiative and are responsible for compliance with local laws. If user provides data about individuals residing outside the United States (Personal Data) such data may be stored on servers in the United States. It is user's responsibility to ensure that user has all the applicable authorizations to enter this information. hiihat acts as the processor of such Personal Data. If applicable, the Parties incorporate by reference the European Commission standard contractual clauses for the transfer of personal data to controllers in third countries (2004/915/EC).