

SpreeAI Customer Terms and Conditions

These SpreeAI Customer Terms and Conditions ("**Customer Terms**") form a binding legal agreement between You (including, as applicable, the person or entity using, accessing, receiving, or paying for the SpreeAI Services (as defined below)) ("**You**") and SpreeAI Corporation ("**SpreeAI**") for use of the SpreeAI Services.

These Customer Terms govern Your access and use of SpreeAI Services. "**SpreeAI Services**" means any and all materials provided or otherwise made available to You by SpreeAI under these Customer Terms, including: (a) its products, services, and technology; (b) any accompanying documentation and specifications provided by SpreeAI from time to time ("**Documentation**"); (c) Modifications (as defined below); and SpreeAI Data (as defined below).

PLEASE READ THESE CUSTOMER TERMS CAREFULLY BEFORE ACCESSING OR USING THE SPREEAI SERVICES. YOUR USE OF AND ACCESS TO THE SPREEAI SERVICES IS CONDITIONED UPON YOUR COMPLIANCE AND ACCEPTANCE OF THESE CUSTOMER TERMS. IF YOU DO NOT AGREE WITH THESE CUSTOMER TERMS, DO NOT USE OR ACCESS THE SPREEAI SERVICES.

BY USING OR ACCESSING THE SPREEAI SERVICES, YOU AGREE TO BE BOUND BY THE CUSTOMER TERMS AT ALL TIMES, AS MAY BE AMENDED FROM TIME TO TIME. IF YOU DO NOT AGREE TO THESE CUSTOMER TERMS, PLEASE REFRAIN FROM ACCESSING OR USING THE SPREEAI SERVICES. THE CUSTOMER TERMS ARE SUBJECT TO CHANGE BY SPREEAI AT ANY TIME; HOWEVER, THE MOST CURRENT VERSION OF THE CUSTOMER TERMS WILL BE AVAILABLE ON OR THROUGH THE SPREEAI SERVICES. SPREEAI ENCOURAGES YOU TO REGULARLY REVIEW THE CUSTOMER TERMS TO ENSURE THAT YOU ARE AWARE OF ANY CHANGES. BY CONTINUING TO USE THE SPREEAI SERVICES, YOU AGREE TO BE BOUND BY THE MOST CURRENT VERSION OF THE CUSTOMER TERMS.

ARBITRATION NOTICE: THESE CUSTOMER TERMS CONTAIN AN ARBITRATION CLAUSE BELOW. YOU AND SPREEAI AGREE THAT DISPUTES BETWEEN YOU AND SPREEAI WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND SPREEAI WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

1. SPREEAI SERVICES

- 1.1. Your Representations and Warranties. You may be required to provide information about Yourself in order to register for and/or use the SpreeAI Services. By accessing or using the SpreeAI Services, You represent and warrant that: (a) You have the legal capacity and authority to bind Yourself and/or the person or entity for whom You are accepting these Customer Terms; (b) if You are agreeing to these Customer Terms on behalf of a legal entity, You are authorized to enter into these Customer Terms on

behalf of such entity; (c) the information that You have provided or will provide to SpreeAI is or will be correct and complete in all respects, and that You have the right to provide such information to SpreeAI; You acknowledge and agree that SpreeAI has and will rely upon the information that You provide and that any incorrect or incomplete information that You provide to SpreeAI may result in SpreeAI withholding, suspending or terminating the SpreeAI Services and/or terminating these Customer Terms; and (d) You will comply with these Customer Terms and all applicable local, state, national, and international laws, rules, and regulations (collectively, “**Applicable Law**”).

- 1.2. License to Use SpreeAI Services. Subject to Your compliance with these Customer Terms, SpreeAI grants You a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the SpreeAI Services, including to integrate, maintain, and support the SpreeAI Services within Your software, desktop, or mobile application(s) (each, an “**Application**”) and make the SpreeAI Services available to users of Your Application in accordance with the Documentation.
- 1.3. Modifications to SpreeAI Services. SpreeAI may, but is not obligated, to provide You with upgrades, updates, or modifications (collectively, “**Modifications**”) for the SpreeAI Services at SpreeAI’s sole discretion. You agree to implement all Modifications, to the Application required by SpreeAI as a result of changes to the SpreeAI Services as soon as commercially practicable and that SpreeAI will not be liable or responsible to You in any way as a result of Your failure or refusal to do so.
- 1.4. Restrictions on Use. In using the SpreeAI Services, You will not: (a) directly or indirectly sell, rent, lease, sublicense, syndicate, modify, reverse engineer, decompile, lend, or otherwise alter the SpreeAI Services; (b) use the SpreeAI Services in violation of any Applicable Law, the intellectual property rights or other rights of third parties, applicable privacy standards, or for any unauthorized purpose; (c) use the SpreeAI Services in a manner that, as determined by SpreeAI, exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply with or is inconsistent with any part of the then-current acceptable use policy or Documentation; (d) remove or obscure any legal, copyright, trademark, or other proprietary notice contained in the SpreeAI Services; (e) imply inaccurate creation, affiliation, sponsorship, or endorsement of Your Application by SpreeAI; (f) disclose, copy, use, distribute, display, or create derivative works from any SpreeAI Services in a manner that is inconsistent with these Customer Terms; (g) use the SpreeAI Services to develop products, features, or services that are similar or competitive to SpreeAI; or (h) permit or assist any other party to do any of the foregoing.

- 1.5. Exclusivity. By accepting these Customer Terms and using the SpreeAI Services, You agree that, during the term of this agreement, You will not: (a) engage or contract with any third-party service provider that offers virtual try-on technology or similar services that directly compete with SpreeAI's Services, without SpreeAI's prior written consent; (b) use the SpreeAI Services to build a competitive product or service or copy any ideas, features, functions, or graphics of the SpreeAI Services; or (c) use, implement, or make available, directly or indirectly, to users of your Application any services, software, platforms, tools, or functionalities that are in competition with, or that provide the same or substantially similar capabilities as, the SpreeAI Services, regardless of whether such competing services or functionalities are owned, developed, licensed, or provided by You, Your affiliates, or any third party. Customer agrees not to use or enable any competing virtual try-on services, or any services that offer substantially similar functionality to any services provided by SpreeAI (including those developed or offered in the future), for a period of three (3) years from the Effective Date, regardless of whether this Agreement is terminated early. For contracts or business relationships that extend beyond three (3) years, this exclusivity period shall automatically refresh upon renewal or extension of such agreements.

This exclusivity provision is intended to promote mutual cooperation and enhance the value derived from the SpreeAI Services. Any breach of this exclusivity provision shall constitute a material violation of these Customer Terms and will entitle SpreeAI to pursue all remedies available at law or in equity, including but not limited to, immediate suspension or termination of Your access to the SpreeAI Services, injunctive relief, and/or monetary damages. SpreeAI reserves the right, at its sole discretion, to monitor and enforce this provision, though You acknowledge and agree that any non-enforcement or waiver of rights by SpreeAI with respect to this exclusivity does not constitute a permanent waiver of such rights.

2. YOUR APPLICATION AND DATA

- 2.1. Requirements for Your Application. You and each of Your Applications will: (a) comply with the application requirements specified in the Documentation; and (b) not infringe on the rights, including intellectual property rights, of any third party. In addition, at any point where Your users interact with the SpreeAI Services through your Application, You will (a) clearly and conspicuously display SpreeAI's then currently posted terms of service and privacy policy along with a disclaimer that the user is interacting directly with SpreeAI and is subject to its policies; and (b) require Your users to expressly agree to such policies prior to using the SpreeAI Services. You will ensure that Your users and anyone acting on Your behalf to, comply with, and not access or use the SpreeAI Services in a manner that violates these Customer Terms and any Applicable Law.

- 2.2. Customer Data. In connection with Your use of the SpreeAI Services, You may provide content, data, and information to SpreeAI (collectively, "**Customer Data**"). For all Customer Data, You grant SpreeAI and its affiliates a perpetual, worldwide, royalty-free, sublicensable, and transferable license to host, store, cache, use, copy, reproduce, modify, adapt, edit, create derivative works, publish, display, analyze, transmit, and distribute that data. This license is for the purpose of operating, developing, providing, promoting, and improving the SpreeAI Services, and researching and developing new ones.
- 2.3. Data Sharing Agreement. Where You and SpreeAI exchange, provide, or otherwise share Personal Data, including user-generated content or other forms of identifiable information, each party agrees to comply with Applicable Data Protection Laws. Additionally, SpreeAI may act as a data controller or processor, depending on the nature of the SpreeAI Services being provided, and the parties will agree to respective roles and responsibilities in accordance with the Data Sharing Agreement located [here](#) and incorporated by reference into these Customer Terms. The terms "**Personal Data**" and "**Applicable Data Protection Laws**" shall have the meanings given to them in the Data Sharing Agreement.
- 2.4. SpreeAI Data. "**SpreeAI Data**" means all data processed by SpreeAI or made available to you in connection with this Agreement, except for Customer Data. For the avoidance of doubt, SpreeAI Data includes any data provided by Your users directly to SpreeAI through Your Application or outside of Your Application, including through SpreeAI's photo-realistic virtual try-on product, which uses a photo upload from a user to create a photo-realistic image of that user. You acknowledge and agree that SpreeAI will treat such user data in accordance with its privacy policy available at <https://spreeai.com/privacy-policy>, which is incorporated by reference into these Customer Terms. Notwithstanding anything to the contrary, to the extent SpreeAI makes Personal Data available to You, You shall: (1) process the Personal Data only as expressly permitted under these Customer Terms and the referenced Data Sharing Agreement; (2) use at least the same level of protection as is required of SpreeAI by the Applicable Data Protection Laws to protect the Personal Data; and (3) notify SpreeAI if You make a determination You can no longer meet Your obligations under Applicable Data Protection Laws with respect to the Personal Data. To the extent the Personal Data is subject to the California Privacy Rights Act (CPRA), the additional obligations in this sentence apply: You shall not (i) sell or share the Personal Data; (ii) retain, use, or disclose the Personal Data for any purpose, including a commercial purpose, other than the business purposes of performing its obligations under this Agreement; (iii) retain, use, or disclose the Personal Data outside of the direct business relationship between the parties other than for the business purposes specified herein; or (iv) combine the Personal Data with Personal Data that You receive from or on behalf of another person, or collect from Your own interaction with the consumer, unless otherwise permitted of a service provider by

CPRA. SpreeAI has the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of the Personal Data and help ensure compliance with Applicable Data Protection Laws.

3. INTELLECTUAL PROPERTY

- 3.1. Ownership. You acknowledge that You have no ownership, rights, title, or any other interest in the SpreeAI Services (including all derivatives, customizations, translations, modifications, improvements, and enhancements thereof) other than the licenses and rights explicitly granted in these Customer Terms. All rights, title, and interest, including intellectual property interests, in and to the SpreeAI Services are the exclusive property of SpreeAI. These Customer Terms do not constitute a transfer of title or ownership of the SpreeAI Services to You. Other than the express licenses and rights expressly granted under these Customer Terms, You retain all rights, title and interest in Your Application and Customer Data.
- 3.2. Feedback. If You elect to provide SpreeAI with any comments, suggestions, ideas, improvements, or feedback (collectively, “**Feedback**”), You hereby grant SpreeAI a non-exclusive, royalty-free, fully-paid, irrevocable, transferable, sub-licensable (through multiple tiers) right and license to use, copy, disclose, implement, distribute, and exploit such Feedback in any manner without restriction, and without any obligation of confidentiality, attribution, accounting, royalty, compensation, or other duty to You.

4. CONFIDENTIALITY

- 4.1. Confidential Information. In connection with the performance of these Customer Terms, You may receive certain confidential information of SpreeAI, which confidential information shall include information relating to the SpreeAI Services and these Customer Terms and any other information of SpreeAI reasonably understood to be confidential. You hereby agree: (a) to hold and maintain in strict confidence all confidential information of SpreeAI and not to disclose it to any third party; and (b) not to use any confidential information of SpreeAI except as permitted by these Customer Terms or as may be necessary to exercise rights or perform obligations under these Customer Terms. In the event that You disclose or are required to disclose confidential information, due to legal obligations, vital interests, public interest tasks, legitimate interests, legal proceedings, or law enforcement purposes, you shall provide immediate notice to SpreeAI prior to any disclosure to afford SpreeAI a reasonable opportunity to protect the confidential information from public disclosure and will reasonably assist SpreeAI with such protection. Except as

expressly provided in these Customer Terms, if You disclose or use (or threaten to disclose or use) any confidential information of SpreeAI in breach of confidentiality protections hereunder, SpreeAI shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being expressly acknowledged by You that any other available remedies may be inadequate.

- 4.2. Security & Confidentiality Obligations. You will implement and maintain technical, physical, and administrative safeguards in accordance with current industry standards to protect the security and confidentiality of all confidential information of SpreeAI, including non-public aspects of the SpreeAI Services. You will take commercially reasonable efforts to promptly, but in no event more than 72 hours, provide SpreeAI with written notice of any incidents that result in unauthorized use or disclosure of any SpreeAI Services. You will retain SpreeAI Data for only as long as You have a legitimate business need to retain it, such as maintaining service quality, ensuring security, and complying with legal obligations.

5. FEES

- 5.1. Fees & Payment. If applicable, You shall pay all fees in accordance with the payment terms as specified in the applicable statement of work, order form, or similar document governed by these Customer Terms. All payments will be due within thirty (30) days from the invoice date. SpreeAI may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due. If any invoice is more than ten (10) days past due, SpreeAI may, without limiting its other rights and remedies, suspend performance and/or Your access to the SpreeAI Services until such invoice is paid in full. All payment obligations are non-cancellable, and all amounts paid are non-refundable except as otherwise specified in the applicable statement of work. Unless otherwise agreed to in a statement of work, SpreeAI reserves the right to increase its fees at any time upon notice to You.
- 5.2. Taxes. SpreeAI's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, including for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever and You shall be responsible for payment of all such taxes, levies, or duties imposed by taxing authorities associated with these Customer Terms.

6. TERMINATION

You may terminate the Customer Terms by providing thirty (30) days advance notice to SpreeAI in writing (email to suffice) prior to deleting Your account. SpreeAI may terminate these Customer Terms or suspend or cancel Your access to the SpreeAI Services if SpreeAI reasonably believes that You or Your Application is not in compliance with these Customer Terms and upon providing You with reasonable prior notice, You have not remedied such non-compliance within five (5) business days. Notwithstanding

the foregoing, SpreeAI may immediately terminate these Customer Terms or suspend or cancel Your access to the SpreeAI Services, if SpreeAI determines that Your use of the SpreeAI Services is detrimental or may cause harm to SpreeAI. Upon termination of these Customer Terms, You will (a) be liable for any fees owed to SpreeAI; (b) shall immediately cease any access and use of the SpreeAI Services; and (c) within thirty (30) days after termination, delete any SpreeAI confidential information or SpreeAI Data in Your possession or under Your reasonable control, unless you are legally required to retain such data, in which case,, You must securely store the data and ensure it is only accessible for the purposes of complying with the legal requirement. After the legal retention period has expired, You must promptly delete the data.

7. EXPORT RESTRICTIONS

The SpreeAI Services may be subject to export laws and regulations of the United States and other jurisdictions. You agree to comply with such restrictions and not to export or re-export the SpreeAI Services or any portion thereof to countries or persons prohibited under the export control laws. You represent and warrant that You are not named on any government list of persons or entities prohibited from receiving exports, and shall not violate any export embargo, prohibition, restriction or other similar law in connection with these Customer Terms.

8. INJUNCTIVE RELIEF

You acknowledge that any use of the SpreeAI Services contrary to these Customer Terms, or any transfer, distribution, sublicensing, copying or disclosure of the SpreeAI Services in violation of these Customer Terms or Applicable Law may cause irreparable injury to SpreeAI, its affiliates, suppliers, and licensors, and under such circumstances SpreeAI, its affiliates, suppliers, and licensors will be entitled to equitable relief, without posting bond or other security, including preliminary and permanent injunctive relief.

9. REPRESENTATIONS, WARRANTIES, AND COVENANTS

You represent and warrant that: (a) You will comply with these Customer Terms and all Applicable Law; (b) You have the full corporate right, power, and authority to enter into, and perform Your obligations under these Customer Terms; (c) Your entry into and performance of Your obligations under these Customer Terms will not conflict with or result in a breach or violation of any agreement with or obligation owed to a third party; (d) Your Application, Customer Data, or Your use of the SpreeAI Services does not and will not infringe or misappropriate any intellectual property rights and will comply with all Applicable Law; (e) You obtained and will maintain the necessary and applicable rights and consents to provide Customer Data to SpreeAI; (f) You will not transmit to SpreeAI in any way, any sensitive information, which includes any information that is based on or

includes, an alleged or actual commission of a crime, health, information from online services directed to children under the age of 13, information about individuals You have actual knowledge are under the age of 13, financial status, racial or ethnic origin, religious, sex life, or trade union membership; and (g) You will comply with all applicable anti-corruption laws and rules, and will not give, offer, agree, promise to give, or authorize the direct or indirect giving, of any money or other thing of value to anyone to induce or reward favorable action, forbearance from action, or the exercise of influence.

10. WARRANTY DISCLAIMER

- 10.1. SPREEAI (INCLUDING ITS AFFILIATES, SUPPLIERS, AND LICENSORS) MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE AS TO THE PERFORMANCE, FUNCTIONALITY OR LEGAL COMPLIANCE OF THE SPREEAI SERVICES. THE SPREEAI SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, EXCLUSIVE OF ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SPREEAI SERVICES, UPTIME OR UNINTERRUPTED ACCESS, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, CORRECTNESS, PRECISION, THOROUGHNESS, COMPLETENESS OR CONTENT OF INFORMATION, AND ANY WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SPREEAI, ITS AFFILIATES, SUPPLIERS, AND LICENSORS MAKE NO WARRANTY OR REPRESENTATION THAT: (A) THE SPREEAI SERVICES WILL ALWAYS BE SECURE, ERROR-FREE, OR TIMELY; (B) THE SPREEAI SERVICES WILL FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS; OR (C) THAT ANY CONTENT, USER CONTENT, OR INFORMATION YOU OBTAIN ON OR THROUGH THE SPREEAI SERVICES WILL BE TIMELY OR ACCURATE.
- 10.2. SPREEAI, ITS AFFILIATES, SUPPLIERS, AND LICENSORS SHALL NOT HAVE ANY RESPONSIBILITY OR ASSUME ANY LIABILITY FOR ANY CONTENT THAT YOU, ANY USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH SPREEAI SERVICES. YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH SPREEAI OR ITS AFFILIATES, SUPPLIERS, AND LICENSORS WILL BE RESPONSIBLE FOR.

11. INDEMNITY

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SPREEAI AND ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, AND LICENSORS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ASSIGNS (THE "**PROTECTED PARTIES**") FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, DEMANDS, FORMAL OR INFORMAL PROCEEDINGS, SUITS, AND ANY OTHER ACTIONS, ("**INDEMNIFIABLE CLAIMS**") INCLUDING ANY RELATED LIABILITIES, OBLIGATIONS,

LOSSES, DAMAGES, PENALTIES, FINES, JUDGMENTS, SETTLEMENTS, EXPENSES (INCLUDING ATTORNEYS' AND ACCOUNTANTS' FEES AND DISBURSEMENTS), AND COSTS INCURRED BY, BORNE BY, OR ASSERTED AGAINST SPREEAI TO THE EXTENT SUCH INDEMNIFIABLE CLAIMS IN ANY WAY RELATE TO, ARISE OUT OF, OR RESULT FROM ANY OF THE FOLLOWING: (A) YOUR USE OF THE SPREEAI SERVICES; (B) YOUR ACTUAL OR ALLEGED VIOLATION OF ANY APPLICABLE LAW; (C) YOUR ACTUAL OR ALLEGED BREACH OF THESE CUSTOMER TERMS; (D) YOUR APPLICATION OR CUSTOMER DATA; (E) YOUR ACTS, ERRORS, OR OMISSIONS; (F) ACTUAL OR ALLEGED INFRINGEMENT OF ANY THIRD PARTY RIGHTS, INCLUDING WITHOUT LIMITATION, ANY AND ALL INTELLECTUAL PROPERTY RIGHTS OR PRIVACY RIGHTS ARISING FROM YOUR USE OF THE SPREEAI SERVICES; OR (G) ANY DISPUTE OR ISSUE BETWEEN YOU AND ANY THIRD PARTY; OR (H) ANY DATA BREACH OR UNAUTHORIZED DISCLOSURE OF DATA FROM YOUR END. SPREEAI RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU (WITHOUT LIMITING YOUR INDEMNIFICATION OBLIGATIONS WITH RESPECT TO SUCH MATTER), AND YOU AGREE TO COOPERATE WITH SPREEAI'S DEFENSE OF ANY SUCH CLAIM AT YOUR OWN EXPENSE.

12. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE PROTECTED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, DAMAGES FOR LOSS OF INCOME, LOSS OF DATA OR CONFIDENTIAL OR OTHER INFORMATION, LOST PROFITS OR REVENUE, BUSINESS INTERRUPTION, COST OF SUBSTITUTE SPREEAI SERVICES, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, OR NEGLIGENCE), AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, REGARDLESS OF THE CAUSE, ARISING OUT OF OR IN CONNECTION WITH THE CUSTOMER TERMS OR THE SPREEAI SERVICES PROVIDED HEREUNDER, EVEN IF SUCH PROTECTED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR EVEN IF A REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE. EXCEPT AS OTHERWISE PROVIDED IN THESE CUSTOMER TERMS, IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SPREEAI SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO CANCEL AND DISCONTINUE USING THE SPREEAI SERVICES. IN NO INSTANCE WILL THE PROTECTED PARTIES' MAXIMUM CUMULATIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THESE CUSTOMER TERMS EXCEED THE GREATER OF \$100 USD OR THE AMOUNT ACTUALLY PAID BY YOU TO SPREEAI FOR THE SPREEAI SERVICES (IF ANY) IN THE 3 MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH

CLAIMS, AND YOU AGREE THAT THIS LIMITATION REPRESENTS A REASONABLE ALLOCATION OF RISK.

13. ARBITRATION

- 13.1. Arbitration Provision. Both parties elect to resolve any and all claims and disputes relating in any way to these Customer Terms or their dealings with one another ("**Claims**"), except for Claims concerning the validity, scope, or enforceability of Section 13 of these Customer Terms (this "**Arbitration Provision**"), through binding individual, non-class-action arbitration. SpreeAI and You each understand and agree that by allowing each other to elect to resolve any dispute through individual arbitration, BOTH PARTIES EXPRESSLY WAIVE THE RIGHT TO A COURT OR JURY TRIAL AND NO CLAIM FILED IN COURT WILL BE HEARD BY A JURY OR TAKE PLACE ON AN INDIVIDUAL BASIS. FURTHERMORE, YOU SHALL RESOLVE ANY DISPUTE BY ARBITRATION AND SUCH DISPUTE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION, OR ANY SIMILAR SUCH PROCEEDING. The arbitrator(s) may not consolidate more than one party's claims (except Claims by or against one party with respect to these Customer Terms involving the parties) and may not preside over any form of a representative or class proceeding.
- 13.2. Arbitration Rules. Arbitration of any dispute under this Arbitration Provision shall be administered by the American Arbitration Association (the "**AAA**") pursuant to the applicable rules of AAA in effect at the time the arbitration is initiated. In the event that AAA is unable or unwilling to administer the arbitration of a dispute, then a dispute may be referred to any other arbitration organization at SpreeAI's sole discretion. Arbitrations shall be conducted before a single arbitrator. The arbitration shall take place in the federal judicial district and the arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "**FAA**") and applicable statutes of limitations and shall be authorized to award any relief that would have been available in court; provided that the arbitrator's authority to resolve claims and make awards is limited to any and all claims between SpreeAI and You except as otherwise specifically stated herein. The decision by the arbitrator shall be final and binding on the parties. SpreeAI and You agree that this Arbitration Provision extends to any other parties involved in any Claims, including, without limitation, to SpreeAI's and Your employees, affiliated companies and vendors. In the event of any conflict between this Arbitration Provision and the AAA arbitration rules or the rules of any other arbitration organization or arbitrator, this Arbitration Provision shall govern.
- 13.3. Arbitration Fees and Costs. The arbitration fees shall be borne equally by SpreeAI and You.

- 13.4. Exceptions. Notwithstanding any other provision of these Customer Terms, SpreeAI and You agree that this Arbitration Provision does not stop either SpreeAI or You from exercising any lawful rights to seek non-arbitration, self-help remedies. SpreeAI and You agree that each party may seek provisional self-help remedies out of court without waiving the right to arbitrate. Notwithstanding any other provision of these Customer Terms, if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, then the arbitration provision under this Section 13.4, other than such invalid or unenforceable provisions, shall remain in full force and effect.
- 13.5. Attorneys' Fees. If SpreeAI initiates legal action against You for collection of any amounts owed to SpreeAI or to enforce SpreeAI's rights and Your obligations under these Customer Terms, SpreeAI is entitled to recover from You any reasonable costs and expenses including reasonable attorneys' fees incurred as a result.

14. MISCELLANEOUS

- 14.1. Publicity and Marks. SpreeAI may use Your logos and marks to provide the SpreeAI Services to You and for its marketing and publicity purposes. You may only use SpreeAI's logos and marks upon SpreeAI's written consent in each instance and any such consent may be revocable by SpreeAI at any time at its sole discretion. You agree to immediately discontinue any use of SpreeAI's logos and marks if requested by SpreeAI. All goodwill, rights, and benefits in the SpreeAI's marks that arise from Your use will inure solely to SpreeAI.
- 14.2. Choice of Law and Forum. Subject to the Arbitration Provision, all proceedings arising out of or relating to these Customer Terms or their subject matter, including any tort claims, shall be governed by and construed under the laws of the State of Nevada, U.S.A., without regards to the jurisdiction's conflicts of law rules, and as applied to agreements entered into and to be performed in Nevada by Nevada residents.
- 14.3. SpreeAI Remedies. SpreeAI's remedies described in these Customer Terms are in addition to any other remedies available to SpreeAI at law or equity. SpreeAI shall have the right to exercise any available rights and remedies at the same or different times.
- 14.4. Entire Agreement. These Customer Terms set forth the entire understanding and agreement of the parties, and supersedes all other agreements between the parties relating to its subject matter. Only these Customer Terms shall apply to Your use of or access to the SpreeAI Services.
- 14.5. Updates to Customer Terms. SpreeAI reserves the right, in its sole discretion, to modify, update, change, or amend these Customer Terms or the SpreeAI Services at any time. Any change or update will become effective from the moment SpreeAI

notifies You of such changes, which SpreeAI may do so via the SpreeAI Services, email, publication on SpreeAI's website, or any other method SpreeAI deems appropriate. Your continued use after any such modification or change is made constitutes Your acceptance of such modification or change.

- 14.6. Waivers, and Waiver of Provisions. Failure to exercise or delay in exercising any right or remedy by SpreeAI shall not constitute a waiver, and any waiver granted must be in writing and executed by the party against whom enforcement is sought. A waiver of specific provisions does not extend to other provisions or subsequent breaches.
- 14.7. Severability. In the event that any provision in these Customer Terms are deemed invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the other provisions herein shall not be affected or impaired in any way. Additionally, if any provision of these Customer Terms is prohibited or rendered unenforceable under Applicable Law, such provision shall be ineffective only to the extent and duration of the prohibition or unenforceability, without invalidating the remaining provisions of these Customer Terms.
- 14.8. Construction. References to a section include all its subsections. The section headings are for convenience only and will not affect how the Customer Terms are construed. Unless the Customer Terms refer specifically to "business days," all references to "days" mean calendar days. The Customer Terms are to be interpreted as if jointly drafted by the parties, and no provision is to be construed against any party because such provision was drafted by that party. The words "include," "includes," or "including" used in these Customer Terms means "include, without limitation," whether or not they are in fact followed by those words or words of a similar nature.
- 14.9. Notice; Communications from SpreeAI. All notices must be in writing. Notice will be deemed given and effective: (a) upon receipt if delivered in person; (b) upon delivery if by an internationally recognized mail service (e.g., Federal Express), overnight courier, or certified or registered mail, postage prepaid, return receipt requested; or (c) on the date transmitted, if by email. Except as otherwise provided by these Customer Terms, including SpreeAI's Privacy Policy, all notices from You to SpreeAI will be sent to SpreeAI, at P.O. Box 4300, Incline Village, NV 89450. All notices to You may be communicated by SpreeAI in several ways including through email (to the email address linked to Your account) or through the SpreeAI Services themselves. You acknowledge and agree that SpreeAI may send You communications or information related to the SpreeAI Services, which may include, but are not limited to, Your use or violation of use, updates, and promotional information and materials.
- 14.10. No Third-Party Beneficiaries. There are no third-party beneficiaries under these Customer Terms.

- 14.11. Relationship of Parties. These Customer Terms are entered into by SpreeAI as a provider of SpreeAI Services to You and do not create a franchise, joint venture, partnership, employment, agency, or fiduciary relationship between SpreeAI and You in any way.
- 14.12. Assignment. You may not transfer or assign the Customer Terms or any of Your interests, rights, or obligations under the Customer Terms without the prior written consent of SpreeAI. SpreeAI reserves the right to transfer or assign the Customer Terms or any rights or obligations under the Customer Terms at any time. Subject to the foregoing, the Customer Terms shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.
- 14.13. Survival. Your obligations under these Customer Terms that by their nature would continue beyond the termination of these Customer Terms, including those sections relating to indemnification, confidentiality, limitation of liability, intellectual property, warranties, general provisions, use of SpreeAI Services, payment, export control, will survive any termination of these Customer Terms. Additionally, all representations, warranties, and covenants herein and in these Customer Terms will survive the execution and delivery of these Customer Terms and will continue in full force until all obligations under these Customer Terms have been satisfied in full and these Customer Terms are terminated as a result.