



ONEIROCOM | TERMS OF USE

Last Updated: June 12, 2023

Welcome to the Oneirocom Terms of Use (the “**Terms**”). These Terms are between **ONEIROCOM SYSTEMS INC.** (“**Oneirocom**”, “**us**”, “**we**” or “**our**”), the owner and operator of our website (the “**Site**”) and the products and services accessible therefrom (collectively with the Site, the “**Services**”), and you (“**you**”, “**your**” or “**user**”), an individual or entity, and a user of the Services. These Terms govern your access, use and/or download of any part of the Services.

These Terms incorporate by reference the Privacy Policy posted by us on our Site (the “**Privacy Policy**”), the End User License Agreement posted by us on our Site (the “**EULA**”), and any other policies posted by us on our Site from time to time and expressly referencing these Terms (the “**Other Agreements**”). Collectively, these Terms, the Privacy Policy, the EULA and the Other Agreements are hereinafter referred to as this “**Agreement**”.

PLEASE READ THIS AGREEMENT CAREFULLY.

THIS AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN YOU AND ONEIROCOM, AND IS DEEMED ACCEPTED BY YOU UPON YOUR FIRST ACCESS, USE OR DOWNLOAD OF ANY PART OF THE SERVICES, WHETHER OR NOT YOU HAVE REGISTERED ON THE SITE. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT ACCESS, USE OR DOWNLOAD ANY PART OF THE SERVICES.

PLEASE NOTE, THIS AGREEMENT CONTAINS DISCLAIMERS, LIMITATIONS OF LIABILITY, A MANDATORY ARBITRATION CLAUSE FOR SETTLEMENT OF DISPUTES, AND A CLASS ACTION WAIVER. THIS AFFECTS YOUR LEGAL RIGHTS.

1. **Overview of Services**

Oneirocom’s Services include the provision of the following, in each case subject to the terms and conditions of this Agreement:

- (a) access and use of our base artificial intelligence agent with decision-making functionality, and our development tools for artificial intelligence agents (together, the “**Application**”);
- (b) access and use of a cloud-based development environment allowing users to develop and customize the functionality of the Application (the “**Magick Platform**”); and
- (c) access and ability to download the code package with respect to the Application (the “**Application Code**”) for users to subsequently develop and customize same within their own development environments.

For certainty, any reference to Services in this Agreement will include the Application, the Magick Platform and the Application Code.

For the purposes of this Agreement, any software, works, content or materials developed by a user through its use of the Application, the Magick Platform and the Application Code is “**User Content**”. You agree that Oneirocom is not liable for any User Content.

2. Reliance

You understand and agree that Oneirocom is making the Services available to you in reliance upon the limitations and exclusions of liability, indemnities, and the disclaimers set forth in this Agreement, and that the same form an essential basis of the contract between you and Oneirocom and will apply to the maximum extent permissible under law. You agree that the limitations and exclusions of liability, indemnities, and the disclaimers set forth herein, together with any other provisions which by their intent or meaning are intended for survival, will survive and continue to apply indefinitely following any termination of your use of the Services, notwithstanding any fundamental breach or breaches of, or the failure of essential purpose of contract, or the failure of any exclusive remedy.

3. Responsible Use

In accessing, using and/or downloading any part of the Services, you must **not**:

- (a) breach or circumvent any laws or any third-party rights;
- (b) use our Services if you are not able to form legally binding contracts (i.e., lacking legal capacity with respect to age, mental capacity or other factor), or are temporarily or indefinitely suspended from using our Services;
- (c) use the Services as a part of any unethical, misleading, abusive, defamatory, indecent or illegal purposes;
- (d) transfer any user account(s) to another party without our prior written consent;
- (e) distribute viruses or any other technologies that may harm the Services;
- (f) use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Services for any purpose, except with our prior written consent;
- (g) interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;
- (h) infringe the copyright, trademark, patent, publicity, moral, database and/or other intellectual property rights (collectively “**Intellectual Property Rights**”) that belong to or are licensed to Oneirocom;
- (i) infringe any Intellectual Property Rights that belong to third parties;
- (j) circumvent any technical measures we use to provide the Services or take any action to violate, interfere with or undermine the security or system integrity of the Services; or
- (k) take any action that would damage, harm, or diminish Oneirocom’s reputation, goodwill, or public image.

Without limiting Oneirocom’s rights herein, if Oneirocom determines, in our sole discretion, that you are abusing the Services or failing to comply with the terms of this Agreement, we may, without limiting any other available remedies, limit, suspend or terminate your user account(s) and your access to our Services, delay or remove any User Content, remove any special status associated with your user account(s), and take technical and/or legal steps to prevent you from using our Services.

You agree that Oneirocom has no obligation to monitor, review or remove User Content; however, Oneirocom reserves the right to limit or remove User Content on the Services at its sole discretion.

4. User Materials

Subject to the Privacy Policy governing our collection and use of personal data, when providing us information and content while using the Services (directly or indirectly) (the “**User Materials**”), you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all Intellectual Property Rights (as defined above) that you have in the User Materials in connection with our provision of the Services, in any media known now or developed in the future.

You represent and warrant that, for all User Materials you provide, that: (a) you own or otherwise control all necessary rights to do so; and (b) the User Materials do not and will not infringe any Intellectual Property Rights, privacy rights or contractual rights of any third-party. You agree that Oneirocom is not liable for any User Materials provided by you or any third-party.

5. Proprietary Rights

- (a) Rights Reserved. Except for the rights and licenses expressly granted in this Agreement, Oneirocom does not grant any Intellectual Property Rights under this Agreement, and all such rights, title and interests are hereby retained and reserved. As between you and Oneirocom, Oneirocom is the exclusive owner and provider of the Services. Oneirocom and its licensors will retain all right, title and interest (including all Intellectual Property Rights), in and to any works or materials that were conceived, made, discovered, written, created or otherwise owned by Oneirocom or its licensors outside of this Agreement or prior to the commencement of this Agreement (“**Oneirocom’s Pre-Existing Materials**”).
- (b) Oneirocom Content. The content contained on the Services, including the text, graphics, images, audio, video and other material, as well as the taglines and look-and-feel (collectively, the “**Content**”), is protected by copyright, trademark and other such intellectual property laws in Canada, the United States and foreign countries, and is owned or controlled by Oneirocom or by third parties that have licensed their Content to Oneirocom. Unauthorized use of the Content by you may violate copyright, trademark, and other intellectual property laws.

The trademarks, logos and service marks (the “**Marks**”) displayed on the Services, and which may be included with the Content, are owned by Oneirocom or third-party licensors. Except as expressly contemplated herein, you are prohibited from using such Marks without prior written permission from Oneirocom or such applicable third-party in each instance.

For certainty, Oneirocom retains all right, title and interest (including all Intellectual Property Rights) in and to the Content and the Marks.

- (c) User Content. As between you and Oneirocom, you will exclusively own all right, title and interest (including all Intellectual Property Rights), in and to your User Content. Oneirocom hereby grants to you a worldwide, royalty-free, non-exclusive, transferable, sub-licensable (through multiple tiers) license to use, exploit and exercise all rights in and relating to Oneirocom’s Pre-Existing Materials, but only to the extent that Oneirocom’s Pre-Existing Materials are included in and necessary for the proper functioning of the User Content.

6. Fees and Payment Processing

Access, use and/or download of certain parts of the Services, and certain features, tools and/or activities, may require payment of a fee (“**Service Fees**”), and we may use third-party payment processors in order to facilitate Service Fee payments (the “**Payment Processors**”). Oneirocom disclaims any and all liability that may result from your use of the Payment Processor, and Oneirocom makes no representation, warranty or guarantee with regards to the Payment Processor or their actions. Your activity on the Payment Processor’s sites or applications is governed by such Payment Processors’ terms and conditions. Any claim and dispute you may have in connection with Service Fees must be solely directed to such applicable Payment Processor, and you hereby release Oneirocom and its affiliates, and each of their officers, directors, employees and agents, from any and all claims, actions, demands or losses in connection with same.

7. Third-party Materials

Certain third-party software, links, services and features (collectively, “**Third-Party Materials**”) may be accessible via the Services by Oneirocom’s: (a) licensing of same from the third-party and embedding or including it in the Services; and/or (b) establishment of a link or other connection to the Third-Party Materials within the Services. Oneirocom disclaims any and all liability with respect to the Third-Party Materials, and you agree to hold Oneirocom harmless with respect to same. Your use of the Third-Party Materials is subject to the terms and conditions set by such third parties, and you agree to comply with such terms and conditions. Without limiting the foregoing, the Services may contain or be provided together with open-source software, which is subject to its own applicable license terms, and you agree to comply with all such open-source licenses.

8. Disclaimers

- (a) Assumption of Risk and Liability. YOU AGREE THAT YOU USE THE SERVICES, INCLUDING THE APPLICATION, THE MAGICK PLATFORM AND THE APPLICATION CODE, AT YOUR SOLE RISK AND LIABILITY.

THE SERVICES CONSIST OF EXPERIMENTAL TECHNOLOGY. SOME RISKS WITH RESPECT TO THE SERVICES MAY NOT BE CURRENTLY KNOWN. YOU ACCEPT AND SOLELY ASSUME ALL RISKS, KNOWN AND UNKNOWN, RELATING TO YOUR ACCESS, USE AND DOWNLOAD OF ANY PART OF THE SERVICES.

- (b) No Warranty. THE SERVICES ARE PROVIDED WITHOUT ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, STATUTORY, ORAL OR OTHERWISE, ARISING UNDER ANY LAW OR OTHERWISE, AND ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITHOUT LIMITING THE FOREGOING, THE SERVICES ARE PROVIDED WITHOUT IMPLIED OR EXPRESS REPRESENTATIONS, WARRANTIES OR CONDITIONS OF UPTIME, VALIDITY, MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

ONEIROCOM CANNOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT DEFECT, ERRORS, INTERRUPTION, OR DOWNTIME. BY USING OUR SERVICES, YOU AGREE THAT ONEIROCOM AND ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AFFILIATES, AND ASSIGNS, ARE NOT LIABLE FOR ANY LOSS, HARM, DAMAGE, COST, OR INJURY SUFFERED (INCLUDING ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES) IN CONNECTION

WITH YOUR ACCESSING, DOWNLOADING, USING, OR THE INABILITY TO ACCESS, DOWNLOAD OR USE, ANY PART OF THE SERVICES. BY ACCESSING, DOWNLOADING OR USING ANY PART OF THE SERVICES, YOU AGREE THAT ONEIROCOM IS NOT RESPONSIBLE OR LIABLE FOR YOUR ACTIONS OR JUDGMENTS IN CONNECTION WITH SAME.

- (c) Release. WITHOUT LIMITING ANYTHING HEREIN, ONEIROCOM AND ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES ARE NOT LIABLE, AND YOU AGREE NOT TO HOLD US RESPONSIBLE, FOR ANY DAMAGES OR LOSSES (INCLUDING LOSS OF MONEY, GOODWILL OR REPUTATION, PROFITS, OTHER INTANGIBLE LOSSES, OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES) ARISING OR RESULTING DIRECTLY OR INDIRECTLY FROM THE FOLLOWING, WHETHER OR NOT ONEIROCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES:
- (i) THE SERVICES, INCLUDING: (A) ANY RELIANCE BY YOU THEREON; (B) ANY ERRORS, DELAYS OR DISRUPTIONS IN THE SERVICES; (C) ANY DECISION-MAKING OF ANY KIND MADE BY THE APPLICATION ON BEHALF OF ANY PERSON AND THE OUTCOMES OF ALL SUCH DECISIONS; OR (D) THE UTILIZATION OF THE SERVICES FOR DEEPFAKES OR OTHER DECEPTIVE MEANS;
 - (ii) ALL USER CONTENT;
 - (iii) ALL USER MATERIALS;
 - (iv) ALL THIRD-PARTY MATERIALS;
 - (v) YOUR ACCESS, USE, DOWNLOAD, OR YOUR INABILITY TO ACCESS, USE OR DOWNLOAD, ANY PART OF THE SERVICES; OR
 - (vi) ANY ACTS OR OMISSIONS YOU TAKE IN THE COURSE OF YOUR ACCESS, USE AND/OR DOWNLOAD OF ANY PART OF THE SERVICES.

9. Limitation of Liability

IN ANY EVENT, ONEIROCOM'S AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT WILL NOT EXCEED USD\$100.00. FOR CERTAINTY, THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

10. Indemnity

You agree to defend, indemnify, and hold harmless Oneirocom and its affiliates, and each of their officers, directors, employees and agents, from and against any and all claims, actions, demands or losses, including reasonable legal and accounting fees, arising from or in any way relating to: (a) your breach of or noncompliance with of this Agreement; (b) your access, use and/or download of any part of the Services; (c) your User Content and User Materials; and (d) your access and use of all Third-party Materials.

11. Service Modifications

Oneirocom reserves the right at any time and from time to time to modify, suspend or terminate, temporarily or permanently, the Services (or any part thereof) with or without notice in our sole discretion. Oneirocom will not be liable to you or any third-party for any modification, price change, suspension or termination of the Services.

12. Dispute Resolution

ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHICH CANNOT BE RESOLVED THROUGH GOOD FAITH NEGOTIATION BY THE PARTIES WILL BE FINALLY SETTLED BY ARBITRATION IN VANCOUVER, BRITISH COLUMBIA UNDER THE RULES OF ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE (THE “RULES”) BY ONE OR MORE ARBITRATORS APPOINTED IN ACCORDANCE WITH THE RULES.

13. General

- (a) Entire Agreement. This Agreement, which includes the Privacy Policy, the EULA and any Other Agreements, constitute the entire agreement between you and Oneirocom with respect to the subject matter contained herein, and there are no other terms, conditions, representations, warranties, or collateral agreements, express or implied. To the extent of any conflict, the following order of precedence will apply: (i) the Terms; (ii) the EULA; (iii) the Privacy Policy; and (iv) the Other Agreements.
- (b) Amendments. Oneirocom may amend this Agreement (including, for certainty, the EULA and the Privacy Policy) without notice at any time and from time to time by posting the amended terms on the Site. You can determine when this Agreement was last revised by referring to the “Last Updated” reference expressly provided above. Your continued access, downloading and/or use of any part of the Services constitutes your acceptance of the amended Agreement.
- (c) Authority. If you agree to this Agreement on behalf of your employer or another legal entity, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to this Agreement; (ii) you have read and understood this Agreement; and (iii) you agree to the Agreement on behalf of the entity that you represent and any permitted users of such entity. In such event, “you” and “your” will refer and apply to your employer or such other legal entity.
- (d) No Agency; No Employment. No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.
- (e) Force Majeure. Without limitation to anything in this Agreement, Oneirocom is not responsible for delays or disruptions to the Services caused by circumstances beyond its control, including acts of God, acts of government, floods, fires, earthquakes, civil unrest, war, acts of terror, strikes or other labor problems (other than those involving our employees), failures of common carriers (including Internet service providers), or denial of service attacks.
- (f) Assignment & Enurement. Oneirocom may assign this Agreement at any time, with or without notice to you. You may not assign your rights or delegate your duties under this Agreement, either in whole or in part, without Oneirocom’s prior written consent in each instance. This Agreement will enure to the benefit of and be binding upon the parties to this Agreement and their respective successors, heirs and permitted assigns.

- (g) Non-Waiver. Oneirocom’s failure to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. Waivers will not be effective unless in writing and duly authorized by an officer of Oneirocom.
- (h) Severability. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect. Upon determination by an arbitrator or court of competent jurisdiction that any provision of this Agreement is invalid or unenforceable, such provision will be enforced to the maximum extent permissible in accordance with its original intent.
- (i) Interpretation. This Agreement was written in the English language. If this Agreement is translated into another language, the English language text will in any event prevail. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”. The contra proferentem rule will not apply to the interpretation of this Agreement. Headings are for convenience of reference only.
- (j) Governing Law. This Agreement is governed and interpreted pursuant to the laws of the Province of British Columbia, Canada and the federal laws of Canada applicable therein, without regard to principles of conflicts of law that would impose the law of another jurisdiction, and you agree to submit to the exclusive jurisdiction of the courts located within the Province of British Columbia, Canada. However, the foregoing will not limit Oneirocom’s right to enforce this Agreement in any other jurisdiction if reasonably necessary or advisable in our sole discretion.
- (k) Trial Waiver. YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREE TO WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY, OR COMMENCE OR PARTICIPATE IN ANY CLASS ACTION AGAINST ONEIROCOM RELATED TO THE SERVICES AND/OR THIS AGREEMENT.