

Terms of Service

Last updated: June 2026

Please read these Terms of Service ("Terms", "Terms of Service") carefully before using the cyberly.ai website (the "Site") and services operated by CYBERLY INC with EIN Assigned: 33-2052505 an American company with its registered office in 131 CONTINENTAL DRIVE SUITE 301 NEWARK DE 19713 Cyberly ("us", "we", or "our").

1. Acceptance of Terms

By accessing or using our service, you agree to be bound by these Terms. If you disagree with any part of the Terms, you may not access the service. Please also read our Data Processing Agreement, AI Policy and Data Act Addendum, which form an integral part of these Terms. Our Privacy Policy, Data Processing Agreement and all other documents, addenda and policies applicable to your use of the Site (collectively, the "**Additional Policies**") are incorporated by reference into these Terms. Notwithstanding section 12, we may periodically make changes to these Terms and shall notify you by posting a revised version on our Site; the revised Terms will become effective upon publication and your continued use of our Site and Services will constitute acceptance of the revised Terms.

A party to the Terms to whom we are obliged to provide Application Access Services shall be only business entity, i.e. a legal person or an organisational unit not having legal personality, conducting a business or professional activity on its own behalf.

A party to the Terms to whom we are obliged to provide Email Plugin may be a natural person, a legal person or an organisational unit without legal personality. In connection with the provision of Email Plugin, you are not be obliged to provide any services other than the provision of personal data, and such data shall only be processed by us for the purpose of fulfilling a contract or a statutory obligation

FOR ALL USERS RESIDING IN THE UNITED STATES, PLEASE BE ADVISED THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE, WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, UNLESS YOU OPT-OUT. UNLESS YOU OPT OUT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

2. Description of Service

The Site provides an automated human risk management platform that leverages artificial intelligence and behavioral science to combat social engineering attacks.

3. Privacy, Communications and Marketing References

All communications between you and us (including communications with our service providers, our parent company and/or our affiliates) are subject to our Privacy Policy.

In addition, if you reside in the United States, you understand and agree that we may, without further notice or warning and in our discretion, monitor or record telephone conversations you or anyone acting on your behalf has with us or our agents for quality control and training purposes or for our own protection.

You grant us the right to refer to our cooperation for marketing and promotional purposes, in particular on our website and in our offers and tender submissions, including the use of your company name, logo, trademarks, and a general description of the services provided to you. We will ensure that such use is accurate, made in good faith, does not harm your reputation, and does not involve the disclosure of any of your confidential information.

4. User Accounts

You must be at least 18 years old to use this service. You are responsible for maintaining the confidentiality of your account and password. If you are registering with us for a business entity, you represent that you have the authority to legally bind that entity. If you are registering for a business entity, you agree that you are legally binding all personnel of that business who use the Site and shall indemnify and otherwise hold us harmless if any such person breaches any of these Terms. If you are not at least 18 years old you may not use the Site at any time or in any manner or submit any information to us or the Site.

5. Services

5.1. Types of Services

5.1.1 Application Access Services. This option provides for phishing attack simulations, email reporting or data collection in connection with risk management. Phishing simulations are carried out with the aim, among other things, of detecting the technical and organizational deficits in order to reduce the chances of success of real phishing attacks that may be carried out against you. These may include use of internet domains similar to those held by you and you consent and otherwise grant Cyberly a right and license to utilize such domain names for the purposes hereof.

5.1.2 Email Plugin. Email reporting function for data collection to the Cyberly platform. Email Plugin is carried out solely on the basis of information accessed by the designated service, including by means of artificial intelligence; however, Cyberly does not guarantee the accuracy of identifying e-mails in this respect.

5.1.3 Trial Version. Access to the Application Access Services with the restrictions indicated on the Site allowing you to register as a Trial Version user. In the case of the Trial Version, the Terms shall apply for a period of 30 days from the date of acceptance of the Terms. We are entitled to terminate the Trial Version at any time without notice.

5.2. The provision of the Application Access Services shall commence upon acceptance of the Terms.

5.3. The Email Plugin shall commence on the date of installation of the E-mail Plugin by you.

6. Use, Data and Responsibilities

6.1 Use of Services. You are required to have internet access and an isp (ie., Edge, Chrome, Firefox) and JavaScript and cookies enabled in the isp. Certain further configurations will be necessary and you are directed to www.helpcenter.cyberly.ai for further instructions. Failure to follow the provided steps may result in an inability to use the Services.

6.2 You may not use the data processed by Cyberly in any manner which may be (i) unlawful under applicable law, (ii) unethical or misleading, (iii) infringes upon the rights of others, (iv) in any way refer to pedophilia, racism, fanaticism or containing pornographic material, or only allowed for adults.

Within the limits allowed by law, we do not pre-moderate the data. We only provides the appropriate IT tools and space to make the data available to us for the performance of the Services. We are not obliged to verify the activities performed by you in connection with the use of the Application Access Services. We do not moderate the data in an automated manner. Data moderation may take place ex post by us after obtaining the relevant information about the data. If Cyberly becomes aware that data is not compliant with these Terms of Service, Cyberly may

take all actions stipulated in the Terms of Service and the applicable law, in particular such data may be deleted in the Application Access and any content created on the basis of such data may be permanently deleted.

If you are EU resident, we are obliged to provide all interested users using the Services with clear and specific justification with regard to the following restrictions imposed on the grounds that the data provided by you constitute illegal content or fails to comply with the Terms: (i) restrictions on the visibility of the data, including deletion of the data; (ii) suspension or termination of the provision of the Application Access Services in whole or in part; (iii) suspension or termination of the Account used for the Application Access Services. The justification referred to above must contain at least the information indicated in art. 17(3) of Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on the digital single market in services and amending Directive 2000/31/EC (Digital Services Act).

6.3 You warrant that your use of the Application Access Services will comply with all applicable law, that possess all necessary rights to monitor user activity in connection with the

Services, that you fulfill your obligations under data protection legislation in connection with the use of the Application Access Services, and that you complies with any requirements in this respect. You further warrant that:

6.3.1 your use of the Services does not violate any obligations arising from regulations specific to the industry in which the Client operates.

6.3.2 you will only use the Services using secure connections and devices.

6.3.3 you shall be responsible for all acts or omissions caused in connection with the use of the Account, irrespective of who uses the Account, including, in particular, if you grants appropriate rights to the Account to other entities.

6.3.4 you shall immediately inform Cyberly in writing of any identified or likely abuse or unlawful activity in connection with the Services, including the transfer or loss of information related to the Account, e.g. login credentials.

6.4 Cyberly may use subcontractors in the provision of the Services. Accordingly, to the extent that the Application Access is provided by a particular subcontractor, the Application Access is also subject to the terms and conditions specified by that subcontractor. Cyberly may change or remove any of the functionalities of the Services, at any time. Cyberly may inform you of a change or removal of a functionality. If you are EU consumer, you may terminate the Terms with regard to the Email Plugin without notice within 30 days of the change.

6.5. We may suspend the provision of the Services at any time if:

- 1) you are in breach of the Terms;
- 2) you failed to pay the due remuneration to us.

In the event of suspension of provision of the Application Access Services, we are entitled to remuneration in full for the period of suspension of provision of the Application Access Services.

7. Subscription and Payments

7.1. Subscription Plans: We offer subscription plans fo Application Access Services available at the Website which varying depending upon your selected Application Access Service. In each case, at the end of each subscription period, your subscription will automatically renew under the same conditions unless you or we cancel. We may agree in writing with you on remuneration more favourable to you than provided on the Website, in particular on the basis of special price proposals.

7.2. Free Plan: From time to time, we may also offer a free plan however with limited functionality.

7.3. Payment: Payments are due at the beginning of each subscription billing cycle. You shall provide us with accurate and complete billing information and valid payment information. Should automatic billing fail to occur for any reason, we will issue an electronic invoice

indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

7.4. Refunds: We offer full monthly refunds upon request if a user is not satisfied with the product.

7.5. If, in connection with the payment for the provision of the Application Access Service you are obliged to pay or deduct a public charge, in particular a withholding tax, you shall pay the remuneration increased by the amount of this public charge.

8. Intellectual Property

The service and its original content, features, and functionality are and will remain the exclusive property of Cyberly and its licensors. Site content and elements of the Site are protected by trade dress, copyright, patent, trademark laws, and various other intellectual property rights and unfair competition laws. You must keep intact all copyright and other proprietary notices for the Site content. Your use of the Site content that discloses Site content to a third party or general public must include appropriate ownership attribution to us. Nothing contained on the Site should be construed as granting any license or right to use our trade names, trademarks, or service marks without our prior written consent.

We respect intellectual property rights and we respond to notices of alleged infringement. If you find material on our Site that you believe infringes your copyright or other intellectual property rights, please notify us at legal@cyberly.ai.

9. Generative AI

Additional terms apply when you use our generative AI services and features.

You may use generative AI features to submit inputs and receive generated outputs. When you use generative AI features, the inputs and outputs are your Activity Materials. You are responsible for your Activity Materials and will not use our generative AI features in a way that infringes, violates, or misappropriates any of our rights or the rights of any third party. You acknowledge that due to the nature of machine learning and the technology powering generative AI, outputs may not be unique and we may generate the same or similar output for third parties.

10. Termination

We may terminate or suspend your account and bar access to the service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation. Termination of these Terms shall not affect the rights or liabilities of either party accrued prior to and including the date of termination or expiry and/or any terms intended expressly or by implication to survive termination or expiry. If you are EU consumer, each Party shall be entitled to terminate these Terms with 30-days' notice period, also due to material breach of the Terms.

You shall not terminate the Terms with respect to the Application Access Services until the expiry of subscription plan. If the Terms are terminated by you before the aforementioned period, you shall pay a cliquidated damages in the amount of the remuneration that would have been due for the provision of the Application Access Services until the subscription billing cycle expires. If the payment is payable in advance, the payment for the time remaining until the expiry of subscription billing cycle shall not be refunded.

In the event of termination of the Terms by us, if the payment has been paid in advance, the payment for the time remaining until the expiry of subscription billing cycle shall be refunded within 30 days of the termination of the Terms.

11. Disclaimer of Warranty / Limitation of Liability

YOU UNDERSTAND AND AGREE THAT YOU ARE MAKING USE OF THE SITE ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. WE MAKE NO WARRANTY WITH RESPECT TO ITS SOFTWARE, SERVICES, SITE, OR ANY USER CONTENT WILL PERFORM AS PROMISED. ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE (INCLUSIVE OF ANY OF OUR SERVICE PROVIDERS AND LICENSORS) ARE NOT LIABLE FOR: (A) ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES; (B) LOSS OF: PROFITS, GOODWILL OR REPUTATION, OR OTHER INTANGIBLE LOSSES; (C) DAMAGES RELATING TO: (I) YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SITE; (II) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OUR SITE OR THOSE OF ANY SITE, SERVICES, OR TOOLS LINKED TO OUR SITE; OR (III) ANY USER CONTENT OR CONTENT OF THIRD PARTIES.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, SO SUCH DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE RIGHTS IN ADDITION TO THOSE CONTAINED IN THESE TERMS.

REGARDLESS OF THE PREVIOUS CLAUSES, OUR LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES IN DISPUTE NOT TO EXCEED THE TOTAL FEES WHICH YOU PAID TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY, OR (B) USD\$200.

Your use of the Site is at your sole risk. You also acknowledge that documents posted to and content available through the Site may contain computer viruses and you expressly assume that risk. Should you download any such materials from the Site, it is your responsibility to perform

any scanning or other anti-virus precautions as you deem necessary. Under no circumstances will we be responsible for any loss or damage caused by any materials downloaded from the Site. You assume full responsibility for all costs associated with all necessary servicing or repairs of any equipment you use in connection with your use of the Site.

If you are EU consumer, the provisions of this section shall not apply to you in respect of the Email Plugin.

12. Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If you are EU consumer using Email Plugin, we are entitled to amend the Terms in the following cases:

- 1) changes to the Services, including the introduction of new Services;
- 2) in order to improve the protection of the your privacy;
- 3) technological changes;
- 4) for safety reasons;
- 5) changes in legislation that directly affect the content of the Terms;
- 6) imposition of certain obligations by state authorities;
- 7) editorial changes.

The amendments referred above shall take effect no less than 14 days from the date of notifying you of the amendments and making the amended Terms available to you. In the event that you do not accept the changes to the Terms, in order to terminate the contract you shall, no later than within 14 days from the date of notification of the changes to the Terms, notify us via email. Termination of the Terms shall take effect 14 days after you have been notified of the changes to the Terms.

We perform regularly-scheduled maintenance. While we do our best to avoid customer impact, the Site may be temporarily unavailable during maintenance periods. If you are EU consumer, a maintenance can occur no more than once a week and can last no more than 3 hours at a time. We point out that the ability to use the Email Plugin is dependent on the operation of the e-mail software for which the Email Plugin is installed (e.g. Microsoft Outlook, Gmail).

13. Content

You own and are solely responsible for any content including images, text, audio or other materials that you submit (“**User Content**”) to the Site. By submitting User Content, you grant us a non-exclusive, worldwide, royalty-free license to use, reproduce, distribute, and publicly display the User Content, publicly perform, store, or publish in any way, in any media known now or in the future, create derivative works, solely for the purpose of operating and promoting the sServices, for as long as your content is available on our platform. This license will terminate upon deletion of User Content, except where retention is required by law or necessary for legitimate business purposes. Further, to the fullest extent permitted under

applicable law, you waive your moral rights in the content and promise not to assert such rights against us, our sublicensees or assignees.

You represent and warrant that the User Content: (a) is owned by you or you control all necessary rights to it; (b) does not violate, misappropriate or infringe on the rights of any third party including intellectual property rights, privacy rights or publicity rights; (c) is accurate, not obscene, false, libelous or defamatory; and (d) will not cause injury to any person, entity or system. You will indemnify us for any and all claims resulting from your User Content, unless you are EU consumer. We have the right but not the obligation to monitor User Content. The User Content is not confidential and we will not be liable for its use or disclosure, unless you are EU consumer. The sale of stolen property on our Site is strictly forbidden and violates local, country and international law. We strongly support law enforcement efforts to recover stolen property that is listed on the Site, and we urge the prosecution of those responsible for knowingly attempting to sell such items on the Site. Stolen property includes items taken from private individuals, as well as property taken without authorization from companies or governments.

We may offer catalogs of stock images, descriptions and product specifications, which are provided by third parties (including our users). You may use catalog content solely in connection with your listings with us during the time your listings are on our Site. While we try to offer reliable data, we cannot promise that the catalogs will always be accurate and up-to-date, and you agree that you will not hold our catalog providers or us responsible for inaccuracies in their catalogs, unless you are EU consumer. The catalog may include copyrighted, trademarked or other proprietary materials. You agree not to remove any copyright, proprietary or identification markings included within the catalogs or create any derivative works based on catalog content (other than by including them in your listings).

If you submit ideas, suggestions, documents, and/or proposals ("**Ideas**") to us, you do so voluntarily and with no expectation of confidentiality, unless you are EU consumer. By submitting Ideas, if you are not EU consumer, you grant us ownership of the Ideas to use for any purpose, in any way, in any media now known or in the future and throughout the universe without any obligation or payment. You understand that we may have something similar to the Ideas under consideration or in development.

14. Legal Disputes

If you reside in the United States, You and we each agree, except where prohibited by law, that any and all disputes or claims that have arisen or may arise between you and us relating in any way to or arising out of this or previous versions of the Terms (including this Agreement to Arbitrate, as the term is defined below) or the breach or validity thereof, your use of or access to the Site shall be resolved exclusively through final and binding arbitration administered by the American Arbitration Association ("AAA"), rather than in court, except that you may assert claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis (the "Agreement to Arbitrate"). This

Agreement to Arbitrate is intended to be broadly interpreted. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

Prohibition of Class and Representative Actions and Non-Individualized Relief

Prohibition of Class and Representative Actions

EXCEPT WHERE PROHIBITED BY LAW, YOU AND US AGREE THAT EACH OF US MAY BRING CLAIMS PURSUANT TO THIS AGREEMENT TO ARBITRATE AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. UNLESS BOTH YOU AND US AGREE OTHERWISE, THE ARBITRATOR SHALL NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND SHALL NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING.

Non-Individualized Relief

YOU AND US AGREE THAT THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular request for relief within a claim, or if not separable the claim itself, then subject to your and our right to appeal the court's decision, that request for relief within that claim, or if not separable the claim itself, (and only that request for relief within that claim or, if inseparable, that claim) must be severed from the arbitration and may be brought in court. All other claims will be arbitrated.

Arbitration Procedures

Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual; and an arbitrator must also follow the terms of the Terms, as a court would. All issues, including arbitrability, are for the arbitrator to decide, except the scope or enforceability of this Agreement to Arbitrate or the interpretation of the Prohibition of Class and Representative Actions and Non-Individualized Relief above, shall be for a court of competent jurisdiction to decide.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate, any part of it, or of the Terms including, but not limited to, any claim that all or any part of this Agreement to Arbitrate or the Terms is void or voidable. The language of the arbitration shall be English.

If you and us are unable to resolve the claims within 30 days after notice, you or us may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's website at www.adr.org. In addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must mail a copy of the completed form to the opposing party. You may send a copy to us at legal@cyberly.ai. In the event we initiate

arbitration against you, it will send a copy of the completed form to the physical address we have on file associated with your account. Any settlement offer made by you or us shall not be disclosed to the arbitrator. The arbitration shall be held in the county in which you reside or at another mutually agreed location.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Delaware, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users of ours, but is bound by rulings in prior arbitrations involving the same user to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Severability

With the exception of any of the provisions this Agreement to Arbitrate (“**Prohibition of Class and Representative Actions**”), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any portion of this Agreement to Arbitrate is invalid or unenforceable, then if we so elect, the entirety of this Agreement to Arbitrate shall be null and void. If a court decides that applicable law precludes enforcement of any of the provisions in this Agreement to Arbitrate (“**Non-Individualized Relief**”) as to a particular request for relief within a claim, or if not separable the claim itself, then subject to your and our right to appeal the court’s decision, that request for relief within that claim, or if not separable the claim itself, (and only that request for relief within that claim or, if inseparable, that claim) must be severed from the arbitration and litigated in in court. All other claims and disputes subject to arbitration under this Agreement to Arbitrate, including any and all claims for monetary damages of any kind, shall be arbitrated.

Opt-Out Procedure

You can choose to reject this Agreement to Arbitrate (‘opt out’) by mailing us a written opt-out notice (‘Opt-Out Notice’). The Opt-Out Notice must be postmarked no later than 30 days after the date you accept the Terms for the first time. You may also opt out no later than 30 days upon receipt of notice that the arbitration provision is being updated or changed. You must mail the Opt-Out Notice to legal@cyberly.ai.

You must complete the Opt-Out Notice form by providing the information called for in the form, including your name, address (including street number and address, city, state, and zip code), phone number and the email address(es) used to log in to the account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the Terms will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

Future Amendments to the Agreement to Arbitrate

Notwithstanding any provision in the Terms to the contrary, you and us agree that if we make any amendment to this Agreement to Arbitrate (other than a change to any notice address or website link provided herein) in the future, that amendment shall not apply to any claim that

was filed in a legal proceeding between you and us prior to the effective date of the change. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and us. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on the Site prior the effective date of the amendments and by sending notice via email to your email address on file with us. If you do not agree to the amended terms, you may close your account within thirty (30) days and you will not be bound by the amended terms.

If you reside outside of the United States and a dispute arises between you and us, we strongly encourage you to first contact us directly to seek a resolution by contacting legal@cyberly.ai.

If you are an EU consumer in the meaning of article 6 paragraph 1 of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008, any disputes shall be submitted to the competent courts.

Release and Indemnification

Unless you are EU consumer, to the fullest extent permitted by law, you release and covenant not to sue us, our affiliated companies, and our and their respective officers, directors, agents, joint venturers, employees, legal representatives, and suppliers from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with disputes between users. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release.

Unless you are EU consumer, you agree to indemnify and hold us and (if applicable) our parent, subsidiaries, affiliates, and our and their respective officers, directors, attorneys, agents, employees, licensors and suppliers (the "**Company Indemnitees**") harmless against any claim or demand and all liabilities, costs and expenses (including reasonable attorneys' fees) incurred by us and (if applicable) any Company Indemnitee resulting from or arising out of your breach of these Terms, your improper use of our Site or Services, and/or your violation of any law or the rights of a third party.

Additional Provisions Applicable to US residents

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

If you are EU resident, you may submit complaints regarding the service by following below procedure. A complaint or report regarding illegal activities or illegal content can be sent in documentary form to the following email address: legal@cyberly.ai

The complaint or report should include:

- 1) in the case of complaints -, information about you; in the case of reports - , the first and last name;
- 2) e-mail address, with the exception of a report related to information considered to be related to one of the offences referred to in art. 3 to 7 of Directive 2011/93/EU;
- 3) the subject-matter of the complaint or report, and
- 4) the circumstances substantiating the report or complaint, including a clear indication of the exact electronic location of the information, such as the exact URL(s), and, where appropriate, additional information to identify the illegal content;
- 5) for reports of illegal content: a sufficient explanation of the reasons for considering that the information concerned constitutes illegal content;
- 6) for reports of illegal content: a declaration certifying in good faith that the information and allegations contained therein are correct and complete;
- 7) in the event of a complaint – the claim.

We shall without undue delay send the applicant an acknowledgement of receipt of the report or complaint. Cyberly will consider the complaint or report within 30 days from the date of its receipt. Complaints and reports that do not contain the data indicated above will not be considered.

The complaint shall be dealt with in a documented response, regardless of the form in which it is submitted; the application is considered in the form of a decision in documentary form. Decision-making is not automated. Decisions which imply the suspension or termination of the provision of the Application Access Service in whole or in part or the suspension or termination of the Account for the Application Access Services shall be substantiated in accordance with clause 6.2 of the Terms.

The reporting person may appeal against the decision referred above within 14 days by sending an e-mail to: legal@cyberly.ai with the title “appeal” and indicating in the body of the message the decision appealed against.

15. Governing Law

These Terms shall be governed and construed in accordance with the laws of Delaware, United States, without regard to its conflict of law provisions. For consumers in the meaning of article 6 paragraph 1 of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I), the choice of the law may not, however, have the result of depriving the consumer of the protection afforded to him by provisions that cannot be derogated from by agreement by virtue of the law which, in the absence of choice, would have been applicable if no choice of the law.

16. General Provisions

These Terms (and all documents incorporated by reference) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. No amendment, modification or supplement of any provision of these Terms will be valid or effective unless made in accordance with the express terms of these Terms.

If any provision of these Terms is held to be invalid or unenforceable under any circumstances, its application in any other circumstances and the remaining provisions of these Terms shall not be affected.

We may assign or transfer our rights and obligations under these Terms at any time, provided that we assign the Terms on the same terms or terms that are no less advantageous to you and you are not EU consumer. You may not assign or transfer these Terms, or any of its rights or obligations, without our prior written consent, which we can refuse in our sole discretion.

No agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by these Terms or your use of the Site. A person who is not a party to these Terms has no right to enforce any term of these Terms.

Nothing in these Terms is intended to confer benefits, rights or remedies unto any person or entity other than the parties hereto and their permitted successors and assigns.

The subject heading at the beginning of each paragraph of these Terms is for reference purposes only and in no way defines, limits, construes or describes the scope or extent of such paragraph. The following sections survive any termination of these Terms: Contracting entity, fees and other charges, taxes, payments, abusing our site and services, content, liability, applicable laws, release and indemnification, additional provisions applicable to US residents and events in the USA, general provisions.

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of these Terms.

We shall send notices to you by email to the email address you provide to us during the registration process. The following deliver notice rules apply, if you are not EU consumer. Notice to you shall be deemed given 24 hours after the email is sent, unless we are notified that the email address is invalid. Alternatively, and in our discretion, we may give you legal notice by registered mail to the postal address provided during registration. Notices sent to either party by registered mail shall be deemed to have been received by that party three days after the date of mailing.

17. Force Majeure

We shall not be in default or otherwise liable under these Terms due to its inability to perform its obligations by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, pandemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil

disturbance, act of public enemy, terrorism, cyber-terrorism, embargo, war, act of God, natural disaster, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default by us hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause not under our control (“Force Majeure”).

18. Contact Us

If you have any questions about these Terms, please contact us at legal@cyberly.ai.

We designate the e-mail address indicated in this section as the point of contact:

- 1) enabling Member State authorities and the Commission and the Digital Services Board to communicate directly with us;
- 2) enabling you to communicate directly and quickly with us.

With regard to the E-mail Plugin Service, we report that: (i) conclusion of an agreement in the form of the Terms takes place when the Email Plugin is downloaded by you; (ii) the Terms are recorded, secured and made available to you by sending an e-mail to the address indicated by you; (iii) you have the option of correcting the data entered into the Email Plugin itself; (iv) the Terms may be concluded in English.