

	TERMS OF USE		
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Introduction

Welcome to Aquillius Corporation. These Terms of Use ("TOU") govern your access to and use of the products, services, websites, and apps provided by Aquillius Corporation, including the Simbiosyx platform and our marketplace services, (collectively referred to as the "Services"). By using the Services, you agree to comply with these Terms. If you do not agree, please do not use our Services.

These TOU apply to all users who sign up for or purchase services through Aquillius Corporation's websites or applications. Certain services may be subject to additional terms ("Service-Specific Terms"), and country-specific regulations may apply if you access our services from outside the United States.

You agree to these Terms by clicking to accept these Terms, executing a document that references them, or using the Services.

Our Customers

Our Services are designed for use by businesses, organizations, and professionals. When using the Services on behalf of an organization, you represent that you have the authority to do so. Personal, non-commercial use of the Services is governed by different terms.

When using the Services on behalf of an organization, you agree to these Terms on behalf of that organization, and you represent that you have the authority to do so. In such cases, "you" and "your" will refer to that organization. If you are a consumer purchasing one of our paid Services primarily for non-business purposes, such as those primarily outside of a trade, business, association, craft, or profession (i.e., for personal, family, or household use), please confirm your consumer status in your account management page.

1. Fees and Payments

1.1 Fees for Services

You agree to pay Aquillius Corporation any applicable fees for the Services you purchase. Payments are processed based on the pricing shown at the time of purchase. Fees are non-refundable unless otherwise required by law.

1.2 Subscriptions

Certain Services are available via subscription plans, which will renew automatically unless canceled. Billing cycles can be monthly or annually. You can disable auto-renewal at any time in your account settings. When you cancel your Subscription, you will be able to access the Service until the end of that billing cycle. Thereafter, you will no longer have access to the Service for that Subscription.

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1.3 Taxes

Prices do not include taxes unless explicitly stated. You are responsible for any applicable taxes related to your purchase of Services.

1.4 Price Changes

Aquillius Corporation may change the fees charged to you for the Services at any time, provided that, for Subscriptions, the change will become effective only at the end of the then-current billing cycle of your Subscription. You will be given advance notice to review any change in fees. If you do not agree to the change in fees, you may cancel your Subscription before the change takes effect.

2. Privacy

Aquillius Corporation is committed to protecting your data. Please review our Privacy Policy to understand how we collect, use, and safeguard your personal data. Our Privacy Policy also describes your rights under the California Consumer Privacy Act, including how to opt out of the sharing of your personal information through our cookie preference center, and how we honor the Global Privacy Control signal.

3. Your Content

3.1 Ownership of Your Content

You retain ownership of the content you create and upload while using our Services. By using our Services, you grant Aquillius Corporation a limited, royalty-free license to use, distribute, and modify your content solely for the purpose of delivering the Services.

3.2 Responsibility for Your Content

You are responsible for your content and ensuring that it complies with all applicable laws and our Acceptable Use Policy.

4. Intellectual Property

All content, trademarks, and service marks used on our website or apps remain the property of Aquillius Corporation unless otherwise specified. You may not use our trademarks without prior written permission.

5. Account Management

5.1 Security

You are responsible for maintaining the confidentiality of your account credentials. Aquillius Corporation is not liable for unauthorized access to your account resulting from your failure to secure your credentials.

5.2 Account Inactivity

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Aquillius Corporation reserves the right to close inactive accounts after 12 months of inactivity. You will be notified prior to any closure and given the opportunity to log in and keep your account active.

6. Suspension and Termination

6.1 By You

You can cancel your subscription or close your account at any time. Upon cancellation, access to paid services will end, and your content may be deleted as per our data retention policy.

6.2 By Aquillius Corporation

Aquillius Corporation reserves the right to suspend or terminate your access to the Services if you violate these TOU or applicable laws.

7. Changes to Terms

Aquillius Corporation may update these TOU from time to time. Any material changes will be communicated to you via email or through a notice on our website. If you continue to use the Services after the changes take effect, you agree to the revised terms.

8. Governing Law

These Terms are governed by the laws of the State of Delaware, without regard to its conflict of law provisions. Any disputes arising from these terms will be resolved in the courts located in San Diego, CA.

9. Limitation of Liability

9.1 Exclusion of Certain Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, AQUILLIUS CORPORATION (INCLUDING ITS AFFILIATES AND ITS AND THEIR OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS) WILL NOT BE LIABLE FOR (A) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, OR (B) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS, AND WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF AQUILLIUS CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9.2. Limitation of Liability

Aquillius Corporation is not liable for indirect, incidental, or consequential damages arising out of the use of our Services. Our total liability in connection with the Services shall not exceed the fees paid by you over the past 12 months or \$200, whichever is less.

9.3 Indemnification

If you are a business, you will indemnify and hold harmless Aquillius Corporation (including its

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affiliates and its and their officers, agents, and employees) from all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim regarding or in connection with your or your end users' use of the Services or breach of these Terms, to the extent that such liabilities, damages and costs were caused by you or your end users.

10. Eligibility

You must be at least 18 years old, or the age of legal majority in your jurisdiction, to use the Services. By using the Services, you represent that you meet this requirement. The Services are not directed to children under 13 years of age, and we do not knowingly permit anyone under 13 to create an account.

11. Text Messaging Program

If you opt in to receive text messages from us, you will receive recurring automated marketing text messages at the mobile number you provide. Message and data rates may apply, and message frequency varies. Consent to receive text messages is not a condition of using the Services. You may reply STOP at any time to cancel, or HELP for assistance. Additional terms governing our text messaging program are described in our Privacy Policy.

12. Marketplace and Expert Matchup Services

Certain Services allow you to request an introduction to independent experts, consultants, or other partners ("Experts") through our expert matchup services. Experts are independent third parties and are not employees, agents, or representatives of Aquillius Corporation. Aquillius Corporation does not vet, endorse, guarantee, or take responsibility for the advice, services, or conduct of any Expert, and does not guarantee any particular outcome from an introduction or engagement. Any agreement, engagement, or transaction you enter into with an Expert is solely between you and that Expert, and Aquillius Corporation is not a party to it. Except as prohibited by applicable law, you agree that any dispute arising from your interaction with an Expert is between you and that Expert, and you release Aquillius Corporation from claims arising out of such interactions to the fullest extent permitted by applicable law.

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