

TERMS AND CONDITIONS

These Terms and Conditions ("Terms") constitute a legally binding agreement between you and **BrainBits Technologies Inc.** ("BrainBits," "we," "us," or "our") and govern your access to and use of BrainBits's website (<https://www.brainbits.ai/>), related web-based tools, mobile or desktop applications, and any other products or services we make available (collectively, "BrainBits Services" or the "Services").

For information on how we collect, use, and protect personal data, please review our Privacy Policy.

By accessing or using the Services, you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree, you must immediately discontinue use of the Services.

1. Contact Information

Company Name: BrainBits Technologies Inc. (a Delaware corporation)

Registered Address: 2810 N Church St, PMB 970270
Wilmington, Delaware 19802, USA

Tax ID (EIN): 38-4320994

Phone: +1 302 574 6643

Website: <https://www.brainbits.ai/>

Email: hq@brainbits.ai

Throughout these Terms, "BrainBits," "we," "us," and "our" refer to BrainBits Technologies Inc., unless otherwise specified.

2. Purpose of the Website and Services

BrainBits Technologies Inc. is a pioneering AI technology company dedicated to revolutionizing the digital content creation industry. Our mission is to enhance the way online creators engage with their audiences through cutting-edge artificial intelligence solutions. By leveraging the latest advancements in large language models (LLMs), we provide innovative, intelligent virtual agents that facilitate personalized, authentic interactions between creators and their fans.

The Website and associated applications showcase and provide access to our flagship product suite, which automates and enriches fan engagement, streamlines content monetization, and optimizes creators' productivity. The Services may also include analytics dashboards, integration tools, and hosting capabilities to support creators' workflows.

While BrainBits delivers the technological backbone, we do **not** claim ownership of your content nor exercise editorial control over the material you upload, store, or transmit through the Services. You are solely responsible for ensuring you have all rights, licenses, and permissions necessary for any content or third-party accounts you connect to or use with the Services.

3. Privacy. Privacy

BrainBits and its service providers collect, store, and process personal data in accordance with applicable data-protection laws. Our **Privacy Policy** explains what information we collect, how we use it, and your rights as a data subject. By using the Services, you consent to the collection and processing of your data as described in that policy.

4. Eligibility

The Services are intended only for individuals or legal entities capable of entering into enforceable contracts under applicable law. **Individuals must be at least 18 years old** (or the age of majority in their jurisdiction, if higher) to register and use the Services.

If you access the Services on behalf of a company, organization, or other legal entity (an "Organization"), you represent that you have authority to bind that Organization to these Terms, and "you" will refer to both you and the Organization. You are responsible for maintaining the confidentiality of your account credentials and all activities that occur under your account.

We reserve the right to deny registration, suspend, or terminate any account at our sole discretion—particularly where we believe a user has violated these Terms, infringed intellectual-property rights, or engaged in unlawful or abusive conduct.

5. Acceptable Use

You agree **not** to use the Services to:

1. Violate any applicable law or regulation.
2. Post, upload, transmit, or otherwise make available content that is unlawful, harmful, abusive, harassing, defamatory, obscene, or otherwise objectionable.

3. Infringe any intellectual-property, privacy, or publicity right of any third party.
4. Distribute unsolicited or unauthorized advertising, spam, or phishing messages.
5. Introduce viruses, worms, Trojan horses, or other malicious code.
6. Interfere with or disrupt the integrity or performance of the Services or the data contained therein.
7. Attempt to gain unauthorized access to the Services or related systems or networks.
8. Use any robot, spider, scraper, or other automated means to access the Services without our prior written consent.
9. Reverse-engineer, decompile, or otherwise attempt to derive source code from the Services except to the extent such activity is expressly permitted by applicable law.

We reserve the right to investigate and take appropriate action—including removal of content, suspension, or termination of accounts—against any user who, in our sole judgment, violates this Acceptable-Use section.

6. License and Use of BrainBits Services

Subject to your compliance with these Terms, BrainBits grants you a **limited, non-exclusive, non-transferable, revocable license** to access and use the Services for your personal or internal business purposes.

Except as expressly permitted in these Terms, you may **not** (a) copy, modify, or create derivative works of the Services; (b) distribute, sell, lease, or sublicense the Services to any third party; or (c) circumvent or interfere with any security or usage rules embedded in the Services.

By submitting or uploading content through the Services, you grant BrainBits a **non-exclusive, royalty-free, worldwide license** (with right to sublicense) to use, reproduce, display, distribute, and modify that content solely as necessary to operate, improve, and provide the Services.

BrainBits may discontinue, suspend, or modify the Services (in whole or in part) at any time. We will endeavor to give reasonable notice when practicable, but you acknowledge that downtime and feature changes may occur without liability to you.

7. Technical Support and Account Access

To diagnose and resolve technical issues, BrainBits support personnel may, with your prior consent, access your account or project environment. Such access will be **limited to the minimum scope and duration** necessary to address the issue and will be conducted in

accordance with our Privacy Policy and security procedures. If you decline to grant access and no alternative solution exists, BrainBits will not be liable for any unresolved problem.

8. Content Ownership and Rights

You retain all ownership rights in the content you upload or create using the Services. BrainBits does not claim ownership over such content.

If you provide feedback or suggestions regarding the Services ("Feedback"), you grant BrainBits an irrevocable, perpetual, royalty-free license to use and incorporate that Feedback without obligation or compensation to you.

We may identify you (by name and logo) as a customer in our marketing and promotional materials unless you notify us in writing that you prefer we not do so.

9. Payment and Refund Policy

Certain features of the Services may require payment of fees (each, a "Subscription"). Pricing, billing cycles, and payment methods will be disclosed at the time of purchase. **All payments are non-refundable except as required by law**, or as otherwise stated in a written agreement between you and BrainBits.

Subscriptions automatically renew at the then-current rates unless you cancel before the renewal date. You authorize BrainBits (and our payment processor) to charge your selected payment method for all applicable fees and taxes.

If payment is not successfully settled, we may suspend or terminate your access to the paid portions of the Services until payment is received.

10. Indemnification

You agree to **indemnify, defend, and hold harmless** BrainBits, its affiliates, and their respective officers, directors, employees, and agents from and against any claims, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of or related to (a) your use of the Services, (b) your content, (c) your violation of these Terms, or (d) your violation of any law or third-party right.

BrainBits reserves the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and you agree to cooperate with our defense of such claims.

11. Disclaimer of Warranties

The Services are provided “**AS IS**” and “**AS AVAILABLE**” without warranties of any kind, whether express, implied, or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. BrainBits does not warrant that the Services will be uninterrupted, secure, or error-free, or that data will be preserved without loss.

12. Limitation of Liability

To the fullest extent permitted by law, **BrainBits shall not be liable** for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, revenues, data, or goodwill, arising out of or related to your use of (or inability to use) the Services, even if we have been advised of the possibility of such damages.

In no event shall BrainBits’s aggregate liability for all claims related to the Services exceed the greater of (a) the total amount paid by you to BrainBits in the twelve (12) months preceding the event giving rise to the claim, or (b) one hundred U.S. dollars (US \$100).

Some jurisdictions do not allow the exclusion or limitation of certain damages; in such cases, our liability shall be limited to the maximum extent permitted by law.

13. Governing Law and Dispute Resolution

These Terms and any dispute arising from them are governed by and construed in accordance with the **laws of the State of Delaware, USA**, without regard to its conflict-of-law principles.

You agree that any claims or actions arising out of or relating to these Terms or the Services will be brought **exclusively** in the state or federal courts located in Wilmington, Delaware, and you consent to the personal jurisdiction of those courts.

You and BrainBits waive any right to participate in class-action proceedings. Each claim must be brought individually.

14. Miscellaneous

- **Modification of Terms.** We may update these Terms at any time by posting the revised version on the Website. Changes become effective on the "Last Updated" date indicated below. Continued use of the Services after changes take effect constitutes acceptance of the revised Terms.
- **Severability.** If any provision of these Terms is held unenforceable, the remaining provisions will remain in full force and effect, and an enforceable term will be substituted reflecting our original intent as closely as possible.
- **No Waiver.** Failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.
- **Assignment.** You may not transfer or assign these Terms or your rights under them without our prior written consent. We may assign our rights and obligations without restriction, including in connection with a merger, acquisition, or sale of assets.
- **Termination.** Either party may terminate these Terms (and your account) at any time. Upon termination, your right to use the Services ceases immediately, but Sections 8–13 shall survive termination.

If you have questions about these Terms, please contact us at hq@brainbits.ai.

Last Updated: July 2025