

TERMS AND CONDITIONS

CloneIQ Platform Subscription Agreement

These Terms and Conditions ("Terms" or "Agreement") constitute a legally binding agreement between the individual or entity accepting these Terms ("Client," "you," or "your") and UgenticAI, Inc., a Delaware corporation with its principal place of business at 2911 Corporate Blvd, Suite 300, Rockville, MD 20850 ("UgenticAI," "Company," "we," "us," or "our"), governing your access to and use of the CloneIQ platform, including all associated software, tools, agents, automation credits, training content, community features, and related services (collectively, the "Platform" or "Service"), regardless of the specific plan, tier, founding-member offer, add-on, or bonus package selected (each, a "Plan").

BY CLICKING "I AGREE," "JOIN NOW," OR ANY SIMILAR BUTTON, CHECKING A BOX INDICATING ACCEPTANCE, OR BY ACCESSING OR USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS, INCLUDING THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER IN SECTION 17. IF YOU DO NOT AGREE, DO NOT CLICK TO ACCEPT AND DO NOT ACCESS OR USE THE PLATFORM.

1. ACCEPTANCE OF TERMS; ELIGIBILITY

Agreement to Terms. Client's electronic acceptance, purchase, or use of the Platform constitutes full acceptance of these Terms, UgenticAI's Terms of Use, Privacy Policy, and Refund Policy, each available at www.UgenticAI.com and www.CloneIQ.com and incorporated herein by reference. In the event of a conflict between this Agreement and any other posted policy, this Agreement controls with respect to the Platform.

Modification. UgenticAI may update these Terms from time to time to reflect changes to the Platform, legal or regulatory requirements, or business practices. Material changes will be communicated by email or in-platform notice at least ten (10) days before taking effect. Continued use of the Platform after the effective date of any change constitutes acceptance of the revised Terms.

Eligibility. Client represents and warrants that Client (i) is at least 18 years of age, (ii) has full legal authority to enter into this Agreement, whether individually or on behalf of an entity, (iii) will use the Platform only for lawful business or personal purposes, and (iv) is not located in, or a national of, any country subject to U.S. trade sanctions or embargo, and is not listed on any U.S. government denied-party list.

Authorized Subject. Because the Platform is used to create an AI clone of a specific individual's likeness, voice, and image (the "Authorized Subject"), the individual whose likeness will be cloned must personally accept these Terms or must have given documented, verifiable authorization to the Client entity or administrator creating the clone on their behalf. Client is solely responsible for obtaining and retaining such authorization.

Revocation of Authorization. An Authorized Subject may withdraw their authorization at any time by written notice to UgenticAI at support@UgenticAI.com or through the Platform's designated revocation request form, regardless of whether Client agrees to or contests the withdrawal. Upon receipt and reasonable verification of a revocation request, UgenticAI will (i) suspend the affected clone's ability to generate new outputs within five (5) business days, and (ii) notify Client of the suspension. Client remains solely responsible for the lawfulness of any Generated Content created prior to suspension and for ceasing

further distribution of such content upon revocation. This subsection does not limit any other right the Authorized Subject may have under applicable right-of-publicity, biometric privacy, or deepfake statutes.

2. THE PLATFORM AND PLANS

Description of Service. CloneIQ is a software-as-a-service platform that enables Client to build and deploy an AI "clone" (brain, voice, image, and/or video) trained on Client-provided content, together with associated training curricula, a community forum, done-for-you automation agents, and a monthly allotment of automation credits, as further described in the sales page and order form applicable to Client's selected Plan.

Plans and Tiers. The Platform is offered under one or more Plans (for example, standard subscription, founding-member, or other promotional tiers), each with its own pricing, credit allotment, bonus inclusions, and payment cadence, as set forth on the applicable order/checkout page. Except where a specific Plan expressly modifies a term, these Terms apply uniformly to all Plans.

Promotional and Founding-Member Pricing. Any discounted, "locked," "lifetime," or founding-member pricing applies only to the specific Plan purchased and only for so long as Client's subscription remains active and in good standing. A lapse, cancellation, downgrade, or payment failure resulting in account suspension for more than thirty (30) days shall terminate eligibility for such pricing, and reinstatement will be at UgenticAI's then-current rates.

Beta, "Coming Soon," and Evolving Features. The Platform may include beta, preview, experimental, early access, pilot, or "coming soon" features ("Beta Features"). Beta Features are provided solely for evaluation purposes and may contain errors, defects, security vulnerabilities, interruptions, or incomplete functionality. Beta Features may be modified, suspended, discontinued, or removed at any time without notice and may experience loss or corruption of data. UgenticAI makes no representations or warranties regarding Beta Features and expressly disclaims any obligation to continue offering or commercially release any Beta Feature. Unless otherwise expressly stated in writing, Beta Features are provided "AS IS," without warranties of any kind, and are excluded from any service commitments, uptime obligations, indemnification obligations, or service level guarantees otherwise applicable to the Platform.

Equity, Investment, or Securities-Related Bonuses. Any bonus described as, or purporting to convey, shares, equity, profit interests, or any other security in UgenticAI, Inc. or an affiliate is NOT granted, offered, or conveyed under these Terms. Any such offer is subject to separate definitive investment documentation, applicable securities law qualification or exemption, and investor suitability/accreditation review, and does not become binding on either party until that separate documentation is executed.

AI Model Changes. UgenticAI may modify, replace, or discontinue any underlying artificial intelligence model, language model, voice model, image model, or third-party provider used to operate the Platform where reasonably necessary due to technological advancements, provider availability, legal requirements, security concerns, or business needs. UgenticAI does not guarantee the continued availability of any particular underlying AI model or third-party provider, provided that any replacement will not materially reduce the core functionality of Client's subscribed Plan during the applicable billing term except as otherwise permitted by this Agreement.

3. ACCOUNT REGISTRATION AND SECURITY

Account Creation. Client must create an account and provide accurate, current, and complete information. Client is responsible for keeping account information up to date.

Credential Security. Client is responsible for maintaining the confidentiality of login credentials and for all activity occurring under Client's account, whether or not authorized by Client. Client must notify UgenticAI immediately of any suspected unauthorized access.

Team and Delegate Access. Client may authorize employees, contractors, or virtual assistants ("Authorized Users") to access the Platform on Client's behalf, including to operate Client's AI clone, provided Client remains fully responsible for such Authorized Users' compliance with this Agreement and for any content generated or actions taken through Client's clone or account.

Account Inactivity. If Client's account shows no measurable usage of the Platform for a continuous period of twelve (12) months, UgenticAI may, upon at least fifteen (15) days' prior notice to the email address on file, deactivate the account and delete associated Client Content and Generated Content in accordance with Section 12, unless the underlying subscription remains active and in good standing. UgenticAI is not liable for any loss of data resulting from deactivation carried out in accordance with this subsection.

4. FEES; BILLING; AUTO-RENEWAL; REFUNDS

Fees. Client agrees to pay the subscription fees, credit-package fees, add-on fees, and any applicable financing costs associated with Client's selected Plan, as set forth on the order form presented at checkout.

Payment Authorization. By completing checkout, Client authorizes UgenticAI to charge the payment method provided for all fees due under the selected Plan, including recurring renewal charges, until Client cancels in accordance with Section 16. Client certifies that Client is an authorized user of the payment method provided and will not dispute charges that correspond to the terms of this Agreement and the applicable order form.

Auto-Renewal. Subscriptions renew automatically at the end of each billing cycle (monthly or annual, as selected) at the then-current price for that Plan, unless Client cancels prior to the renewal date in accordance with Section 16. UgenticAI will provide notice of any price increase at least thirty (30) days before it takes effect for an existing subscriber.

Taxes. Fees are exclusive of applicable sales, use, VAT, or similar taxes, which are Client's responsibility unless UgenticAI is required by law to collect them.

30-Day Satisfaction Guarantee. Client may request a full refund of the initial Plan purchase price within thirty (30) days of the Effective Date, with no cancellation fee, provided that Client has not yet used a private 1:1 coaching or specialist support session, hackathon session, or any custom-build service included in the Plan. Use of any such 1:1 or custom-build session ends eligibility for this guarantee, because UgenticAI cannot "unbuild" work product created for Client during such sessions. Participation in the community, self-serve training content, or daily office hours does not affect eligibility for the guarantee.

Refunds After the Guarantee Period. Except as expressly provided above or required by applicable law, all fees are non-refundable once paid, including partial-month or partial-term subscription fees, automation credit purchases, and add-on fees.

Installment/Split-Pay Plans. Where a Plan is offered on an installment or "split-pay" basis, Client agrees to pay each scheduled installment on its due date using the payment method on file. If any installment payment fails and is not cured within fifteen (15) days of UgenticAI's notice of the failed payment, UgenticAI may immediately suspend or revoke Client's access to the Platform and to any associated Plan entitlements, including any multi-year access term, bonus package, or Credit allotment associated with the Plan, without further notice. Upon such revocation, (i) Client shall have no further right to access or use the Platform or any associated entitlement, (ii) UgenticAI will not pursue collection of, and Client shall have no further obligation to pay, any remaining unpaid installments under the terminated Plan, and (iii) UgenticAI will not record any remaining balance as an amount owed by Client. This subsection states UgenticAI's sole remedy for a missed installment payment and does not limit UgenticAI's rights under Section 16 with respect to other breaches of this Agreement.

Abuse Prevention. UgenticAI reserves the right to deny any refund request where it reasonably determines that Client has engaged in fraud, abuse of the refund policy, multiple purchases for the purpose of repeated refunds, unauthorized chargebacks, account manipulation, promotional abuse, or other conduct intended to circumvent the limitations of this Section.

Chargebacks. Client agrees not to initiate or encourage any payment reversal or chargeback for fees properly due under this Agreement. If Client initiates a chargeback contrary to these Terms, UgenticAI may suspend or terminate Client's account pending resolution of the dispute. Client remains responsible for all amounts lawfully owed under this Agreement, including reasonable costs incurred by UgenticAI in responding to an improper chargeback where permitted by applicable law.

5. AUTOMATION CREDITS

Monthly Allotment. Each Plan includes a stated monthly allotment of automation credits ("Credits") for use with the Platform's agents and generation tools (including text, image, voice, and video generation). The Credit allotment for Client's Plan is set forth on the checkout page.

Usage. Credits are consumed based on the type and volume of automation and generation performed, at rates disclosed within the Platform. UgenticAI may adjust per-action Credit consumption rates prospectively to reflect changes in underlying third-party or infrastructure costs, with reasonable notice.

Rollover and Expiration. Unless expressly stated otherwise for Client's Plan (for example, a promotional bonus Credit balance designated as non-expiring), Credits roll over monthly and expire at the end of each 12 month period. Bonus Credits designated as non-expiring in Schedule A survive cancellation only to the extent the underlying account remains open.

No Cash Value; Non-Transferable. Credits have no cash value, cannot be redeemed for cash, and may not be sold, transferred, or assigned to another account or party.

Overage. If Client exhausts its monthly Credit allotment, Client may purchase additional Credits at UgenticAI's then-current rates, or upgrade to a higher Plan; UgenticAI is not obligated to extend additional Credits on any other basis.

Fair Use and Operational Limits. UgenticAI may establish reasonable operational limits relating to storage capacity, upload volume, API requests, clone creation, voice or video generation, automation execution, concurrent usage, bandwidth, or other Platform resources. Such limits may vary by Plan and may be modified prospectively upon reasonable notice where necessary to maintain Platform performance, security, or sustainability.

6. LICENSE GRANT; RESTRICTIONS

License Grant. Subject to Client's compliance with this Agreement and payment of applicable fees, UgenticAI grants Client a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform during the term of Client's subscription, solely for Client's internal business or personal purposes.

Restrictions. Client shall not, and shall not permit any third party to: (i) reverse engineer, decompile, or disassemble the Platform; (ii) resell, sublicense, rent, lease, or provide the Platform to any third party as a stand-alone or white-labeled service without UgenticAI's prior written consent; (iii) share account credentials outside of Authorized Users; (iv) use the Platform to build a competing clone, AI-education, or AI-agent product; (v) scrape, crawl, or use automated means to extract data from the Platform other than through supported export features; or (vi) circumvent Credit limits, usage caps, or access controls.

Reservation of Rights. All rights not expressly granted to Client are reserved by UgenticAI.

7. ACCEPTABLE USE POLICY

General Prohibited Uses. Client shall not use the Platform to create, generate, store, or distribute content that: (i) is unlawful, defamatory, obscene, or fraudulent; (ii) infringes any third party's intellectual property, publicity, or privacy rights; (iii) constitutes harassment, hate speech, or incitement to violence; or (iv) depicts or facilitates the sexual exploitation of minors, which is strictly prohibited under any circumstance and will result in immediate account termination and referral to law enforcement.

Non-Consensual Use of Third-Party Likeness. Independent of the clone-specific restrictions below, Client shall not upload, submit, or use any photograph, video, audio recording, or other material depicting an identifiable individual other than the Authorized Subject without that individual's consent, regardless of whether the material is used to train a clone, generate marketing content, or for any other purpose on the Platform.

Clone-Specific Restrictions. Client shall not use the Platform's brain-, voice-, image-, or video-clone features to: (i) create a clone of any individual other than the Authorized Subject without that individual's documented, verifiable consent; (ii) impersonate a real person for the purpose of fraud, deception, defamation, or non-consensual intimate imagery; (iii) generate synthetic media intended to mislead the public regarding a political candidate, election, or ballot measure in a manner that violates applicable election law; or (iv) create content that violates any applicable "deepfake," right-of-publicity, or biometric privacy statute. Client shall comply with any clone suspension implemented under Section 1.E following a valid revocation of authorization.

No Misrepresentation of Origin. Client shall not distribute Generated Content in a manner that misleads recipients into believing it is entirely human-generated where applicable law or platform-specific rules (e.g., FTC guidance on synthetic media disclosure) require disclosure of its AI-generated origin. Client is responsible for including any AI-generated content disclosure required by law in the jurisdictions where Client distributes Generated Content.

Compliance with Law. Client is solely responsible for ensuring that Client's use of the Platform, and any content generated through the Platform, complies with all applicable laws, including advertising, endorsement, disclosure (e.g., FTC guidance on AI-generated or synthetic endorsements), consumer protection, and data privacy laws in each jurisdiction where Client operates or distributes content.

Monitoring and Enforcement. UgenticAI does not pre-screen content but reserves the right, without obligation, to monitor, remove content from, or suspend or terminate access to the Platform for any Client reasonably suspected of violating this Section, with or without notice, in UgenticAI's sole discretion.

Prohibited Use. Client shall not use the Platform to:

- (i) transmit malware, ransomware, spyware, viruses, or other malicious code;
- (ii) engage in phishing, identity theft, credential harvesting, financial fraud, or deceptive practices;
- (iii) generate spam or unsolicited commercial communications in violation of applicable law;
- (iv) facilitate money laundering, sanctions evasion, terrorism, or organized criminal activity;
- (v) create forged government documents, financial records, identification documents, academic credentials, or other fraudulent materials;
- (vi) interfere with or disrupt the security, integrity, or availability of the Platform;
- (vii) attempt unauthorized access to any account, system, or network;
- (viii) use automated means to circumvent Platform safeguards, usage limits, or access controls;
- (ix) violate any applicable export control, sanctions, privacy, biometric, consumer protection, or artificial intelligence laws; or
- (x) engage in any activity that reasonably presents legal, reputational, operational, or security risk to UgenticAI, its users, or third parties.

8. USER CONTENT; CLONE DATA; AI-GENERATED OUTPUT

Client-Provided Content. "Client Content" means any text, images, audio, video, writing samples, or other materials Client uploads or provides to train Client's AI clone or otherwise use with the Platform.

Biometric and Likeness Data. Client Content may include voice recordings, facial images, and video of the Authorized Subject, which may constitute biometric identifiers under applicable law. UgenticAI will process such data solely to create, host, and operate Client's AI clone and for the technical support, quality assurance, and product-improvement purposes described in the Privacy Policy, and will implement reasonable safeguards consistent with Section 12.

Biometric Data Retention and Destruction Schedule. UgenticAI maintains a publicly available written schedule governing the retention and destruction of biometric identifiers and biometric information (including voice and facial data used to create a clone). Except where a longer period is required to comply with a valid legal obligation, litigation hold, or ongoing dispute, UgenticAI will permanently destroy biometric identifiers and biometric information on the earlier of: (i) Three (3) years after the Authorized Subject's last interaction with the Platform giving rise to that data; or (ii) satisfaction of the purpose for which the data was collected, including termination of Client's subscription and expiration of the retention period described in Section 12.C. This schedule is available upon request at support@UgenticAI.com and is incorporated into UgenticAI's Privacy Policy.

License to UgenticAI. Client grants UgenticAI a limited, non-exclusive license to host, process, and use Client Content solely to operate, maintain, and improve the Platform and to provide the Services to Client, including transmitting Client Content to the third-party integration providers described in Section 9 as necessary to generate outputs Client requests.

Ownership of Clone and Outputs. As between the parties, Client retains ownership of Client Content and, subject to payment of all applicable fees, owns Client's clone configuration and the Generated Content created through Client's authorized use of the Platform. UgenticAI retains all ownership rights in the Platform, including its software, algorithms, workflows, prompt libraries, templates, automation logic, models, training materials, methodologies, documentation, system prompts, improvements, derivative

works, analytics, and all other UgenticAI intellectual property. Nothing in this Agreement transfers ownership of UgenticAI's technology or underlying artificial intelligence systems to Client.

Data Retention and Deletion. Following cancellation or termination, Client may export available Client Content during the thirty (30) day retention period using Platform functionality, if available. After expiration of the retention period, UgenticAI may permanently delete Client Content, clone configurations, Generated Content, and related data from its active systems without further notice, except where retention is required by law or for legitimate business purposes. UgenticAI shall have no obligation to maintain, recover, or restore deleted data after the expiration of the retention period.

9. THIRD-PARTY SERVICES AND INTEGRATIONS

Integrated Providers. The Platform integrates with, or provides access to, certain third-party AI and productivity tools (which may include, among others, ElevenLabs, HeyGen, image-generation providers, large-language-model providers, Base44, Slack, Telegram, and Discord) (each, a "Third-Party Provider"). Availability of any specific Third-Party Provider integration is subject to change.

Data Transmission Authorization. Client instructs and authorizes UgenticAI to transmit Client Content, audio, transcripts, prompts, Generated Content, and other information to and from Third-Party Providers as necessary to provide the Platform. Client is solely responsible for obtaining all rights, permissions, notices, and consents required for such transmission and processing, including any consents required from the Authorized Subject or other identifiable individuals whose likeness or voice is transmitted.

No Affiliation; No Liability. Except as UgenticAI may separately disclose, UgenticAI is not affiliated with, and does not warrant, endorse, or guarantee the performance, availability, or output of, any Third-Party Provider. Client's use of any Third-Party Provider functionality accessed through the Platform is also subject to that provider's own terms of service, and UgenticAI recommends Client review those terms independently.

No Liability for Third-Party Outages. UgenticAI is not liable for any interruption, error, or unavailability of the Platform caused by a Third-Party Provider's acts, omissions, or service changes, and makes no representation or warranty regarding the security, accuracy, legality, or compliance of any Third-Party Provider's systems.

10. INTELLECTUAL PROPERTY RIGHTS

UgenticAI IP. UgenticAI retains all right, title, and interest in and to the Platform, including its underlying software, algorithms, models, training materials, trademarks (including CLONEIQ, UGENTICIQ, and related marks), and all improvements thereto ("UgenticAI IP"). No ownership rights are transferred to Client except the limited license granted in Section 6.

Client IP. Client retains all right, title, and interest in Client Content and, subject to Section 8.E, in Generated Content.

Feedback. If Client provides UgenticAI with suggestions, ideas, or feedback regarding the Platform, Client hereby assigns to UgenticAI all right, title, and interest in such feedback, and UgenticAI may use and disclose it without restriction, obligation, or compensation to Client. To the extent such rights cannot be assigned under applicable law, Client waives any moral rights in the feedback.

Marketing License. Client grants UgenticAI a limited, non-exclusive license to reference Client as a customer and to use Client-submitted testimonials for UgenticAI's marketing purposes, subject to Client's

right to review and reasonably object to any specific proposed use identifying Client by name or likeness, consistent with UgenticAI's standard Testimonial and Content Rights terms.

11. COMMUNITY GUIDELINES

Community Participation. The Platform may include a community forum or chat in which Client and other users can interact, share strategies, and request help. Participation is optional and subject to this Section.

Code of Conduct. Client agrees not to use the community to harass other members, share another member's private information without consent, solicit unrelated business without permission, or post content that would violate Section 7.

Moderation; No Expectation of Privacy. UgenticAI may moderate, remove content from, or restrict access to the community at its discretion. Content posted in the community is not confidential and may be visible to other members and UgenticAI staff.

12. CONFIDENTIALITY AND DATA PRIVACY

Confidential Information. Each party will maintain in confidence non-public information disclosed by the other party in connection with the Platform and use it only to perform this Agreement, for three (3) years following termination.

Data Privacy Compliance. UgenticAI will comply with applicable data protection laws, including the CCPA and other applicable state biometric and privacy statutes (including the biometric retention and destruction schedule described in Section 8.C), in its processing of Client Content. Upon written request, UgenticAI will provide Client with information regarding its data processing practices.

Data Deletion. Upon Client's written request following termination, UgenticAI will delete Client's account and Client Content within thirty (30) days, except where retention is required by law or for legitimate business purposes.

Incorporation of Privacy Policy. UgenticAI's Privacy Policy, available at www.UgenticAI.com, is incorporated into this Agreement by reference.

13. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

Client Representations. Client represents and warrants that (i) Client has the right to submit all Client Content and to grant the licenses in this Agreement, (ii) Client's use of the Platform will not violate any third party's rights or any applicable law, and (iii) all information Client provides is accurate and complete.

No Earnings or Results Guarantee. Any income, earnings, or results examples referenced on the Platform or in marketing materials are estimates only and are not typical. Results depend on Client's individual effort, market conditions, and other factors outside UgenticAI's control. UgenticAI does not guarantee any specific business result from use of the Platform.

No Professional Advice. Content and training materials provided through the Platform are for informational and educational purposes only and do not constitute legal, accounting, tax, or other professional advice. Client should consult a qualified professional before acting on any such information.

No Warranty as to Accuracy of Generated Content. Client acknowledges that artificial intelligence technologies are probabilistic in nature and may generate inaccurate, incomplete, outdated, offensive, biased, misleading, or otherwise inappropriate outputs. Generated Content may resemble content created for other users and may not be unique. UgenticAI does not verify, endorse, or guarantee the factual accuracy, legality, originality, merchantability, fitness, or suitability of any Generated Content. Client is solely responsible for reviewing, validating, editing, and approving all Generated Content before publication, distribution, reliance, or other use, including determining whether additional human review, disclosure, or legal compliance is required.

Service Availability. UgenticAI does not guarantee that the Platform will operate continuously, without interruption, delay, degradation, or error. Maintenance, upgrades, third-party service interruptions, internet outages, cyberattacks, governmental actions, or events beyond UgenticAI's reasonable control may temporarily affect Platform availability. UgenticAI makes no commitment regarding uptime, response times, or service availability unless expressly stated in a separately executed written service level agreement.

DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. UGENTICAI DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT ANY AI-GENERATED OUTPUT WILL BE ACCURATE, RELIABLE, OR SUITABLE FOR CLIENT'S INTENDED USE.

14. LIMITATION OF LIABILITY

UGENTICAI'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CLIENT UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF WHETHER ADVISED OF SUCH POSSIBILITY.

Exceptions. The limitations in this Section do not apply to (i) either party's breach of confidentiality obligations, (ii) either party's infringement of the other party's intellectual property rights, (iii) Client's payment obligations, (iv) Client's indemnification obligations for misuse of the Platform in violation of Section 7, or (v) either party's gross negligence or willful misconduct.

15. INDEMNIFICATION

Client Indemnification. Client will indemnify, defend, and hold harmless UgenticAI from any claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from (i) Client Content or Generated Content, (ii) Client's breach of this Agreement, including the Acceptable Use Policy in Section 7, or (iii) Client's use of the Platform in violation of any law or third-party right, including any claim by an individual whose likeness, voice, or image was used to create a clone without proper authorization.

Company Indemnification. Subject to this Section, UgenticAI will defend Client against any third-party claim that the Platform, when used by Client in accordance with this Agreement, directly infringes a United States patent, copyright, trademark, or trade secret, and will pay any damages finally awarded by a court of competent jurisdiction or agreed to in settlement by UgenticAI, provided that Client: (i) promptly notifies UgenticAI of the claim; (ii) grants UgenticAI sole control over the defense and settlement of the claim; and (iii) reasonably cooperates with UgenticAI at UgenticAI's expense.

This indemnity does not apply to any claim arising from: (a) Client Content, Generated Content, prompts, instructions, or other materials supplied by Client; (b) modifications to the Platform not made by UgenticAI; (c) use of the Platform in combination with products, software, hardware, or services not supplied or approved by UgenticAI where the alleged infringement would not have occurred absent such combination; (d) continued use of the Platform after UgenticAI has provided a non-infringing replacement or instructed Client to cease using the allegedly infringing functionality; (e) Client's use of the Platform in violation of this Agreement; or (f) any beta, preview, evaluation, or experimental feature.

If the Platform becomes, or in UgenticAI's reasonable opinion is likely to become, the subject of an infringement claim, UgenticAI may, at its option: (i) procure for Client the right to continue using the Platform; (ii) modify or replace the affected functionality with substantially equivalent non-infringing functionality; or (iii) terminate Client's access to the affected functionality and provide a pro-rated refund of prepaid fees allocable to the terminated portion of the subscription. This Section states Client's exclusive remedy and UgenticAI's sole liability for intellectual property infringement claims.

16. TERM; SUSPENSION; TERMINATION

Term. This Agreement commences on the Effective Date and continues until terminated as provided in this Section.

Cancellation by Client. Client may cancel auto-renewal at any time through the account dashboard (one available) or by emailing support@UgenticAI.com. Cancellation takes effect at the end of the then-current billing period; no partial-period refund is due except as provided in Section 4.F.

Suspension or Termination by UgenticAI. UgenticAI may suspend or terminate Client's access immediately, with or without prior notice, if UgenticAI reasonably believes that: (i) Client has violated this Agreement or the Acceptable Use Policy; (ii) payment is overdue; (iii) Client has engaged in fraudulent, deceptive, abusive, or illegal activity; (iv) Client's account has been compromised or presents a security risk; (v) continued access may expose UgenticAI, its users, or any third party to security, legal, or operational risk; (vi) continued access could interfere with the integrity, availability, or performance of the Platform; (vii) suspension is required to comply with applicable law, court order, governmental request, or sanctions requirements; or (viii) Client otherwise materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice, where cure is reasonably possible.

Effect of Termination. Upon termination, all rights granted to Client under this Agreement immediately cease except as expressly provided herein. Termination shall not affect any rights or obligations that accrued prior to termination. The following Sections shall survive termination: payment obligations accrued prior to termination, Sections 8 (with respect to previously generated content), 9, 10, 12, 13, 14, 15, 17, 18, 19, 20, and any provisions relating to ownership, confidentiality, dispute resolution, limitations of liability, disclaimers, indemnification, accrued payment obligations, audit rights (if applicable), and any other provisions that by their nature are intended to survive termination.

17. GOVERNING LAW; ARBITRATION; CLASS ACTION WAIVER

Governing Law. This Agreement is governed by the laws of the State of Delaware, without regard to its conflicts-of-law principles.

Arbitration. Any dispute arising out of this Agreement will first be addressed through good-faith negotiation. If unresolved within thirty (30) days, the parties agree to submit the dispute to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, except as set forth below.

Carve-Outs from Arbitration. Notwithstanding the foregoing, either party may bring a claim in small claims court if it qualifies, and either party may bring a claim solely for injunctive relief or a claim arising under intellectual property law (including trademark, copyright, trade secret, or patent) in a court of competent jurisdiction without first resorting to arbitration.

Right to Opt Out. Client may opt out of the arbitration and class action waiver provisions of this Section by sending UgenticAI written notice in accordance with the Notices provision of Section 20, addressed to UgenticAI, Inc., 2911 Corporate Blvd, Suite 300, Rockville, MD 20850, within thirty (30) days of the date Client first accepts these Terms. The notice must include Client's name, account email, and a clear statement that Client elects to opt out of arbitration. If Client does not opt out within that thirty (30) day window, Client is deemed to have accepted this Section in full.

Class Action Waiver. Client waives any right to bring or participate in a class, collective, or representative action against UgenticAI or its affiliates, officers, or principals.

Injunctive Relief. Notwithstanding the foregoing, either party may seek injunctive or equitable relief in a court of competent jurisdiction for actual or threatened breach of Sections 6, 7, 10, or 12.

18. EXPORT CONTROLS

Compliance with Export Laws. Client agrees that it will not export, re-export, or transfer, directly or indirectly, the Platform, any Generated Content, or any other technical data or materials provided by UgenticAI, to any country, entity, or individual for which the United States or any other relevant jurisdiction requires an export license or other governmental approval, without first obtaining such license or approval.

Restricted Parties and Destinations. Without limiting the foregoing, Client represents and warrants that it is not (i) located in, or a national or resident of, any country subject to a comprehensive U.S. embargo, or (ii) named on the U.S. Department of the Treasury's Specially Designated Nationals list, the U.S. Department of Commerce's Denied Persons or Entity List, or any similar restricted-party list maintained by the United States or another applicable jurisdiction.

Biometric and Likeness Data. Client acknowledges that voice, facial, and other biometric data processed through the Platform may be subject to additional cross-border data transfer restrictions under applicable law, and Client is responsible for ensuring any cross-border transmission of such data complies with those restrictions.

Client Responsibility. Client is solely responsible for, and will bear the cost of, compliance with all applicable export control and economic sanctions laws and regulations in connection with Client's use of the Platform.

19. COPYRIGHT COMPLAINTS

Notice Procedure. If Client or any third party believes that content available through the Platform infringes their copyright, a written notice may be sent to UgenticAI's designated agent at the address below. UgenticAI may remove or disable access to content alleged to be infringing and may terminate the accounts of repeat infringers.

Designated Agent for Copyright Notices:
Rich Ruggiero, Chief Financial Officer
Copyright Agent, UgenticAI, Inc.

2911 Corporate Blvd, Suite 300
Rockville, MD 20850
Email: compliance@ugenticai.com

Required Contents of Notice. A written notice of claimed infringement must include, at minimum: (i) the physical or electronic signature of the copyright owner or a person authorized to act on the owner's behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material claimed to be infringing and information reasonably sufficient to permit UgenticAI to locate it; (iv) the complaining party's name, address, telephone number, and email address; (v) a statement that the complaining party has a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement, made under penalty of perjury, that the information in the notice is accurate and that the complaining party is authorized to act on behalf of the copyright owner.

Counter-Notice. A Client whose content is removed in response to a notice under this Section may submit a counter-notice consistent with the requirements of 17 U.S.C. § 512(g), after which UgenticAI will proceed in accordance with applicable law.

20. GENERAL PROVISIONS

Independent Contractor. UgenticAI is an independent contractor. This Agreement does not create a joint venture, partnership, agency, or employment relationship.

Assignment. Client may not assign this Agreement without UgenticAI's prior written consent. UgenticAI may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of substantially all of its assets.

Force Majeure. Neither party is liable for failure to perform due to causes beyond its reasonable control, including acts of God, natural disasters, government actions, or Third-Party Provider outages.

Entire Agreement. This Agreement, together with Schedule A, the Privacy Policy, and any order form, constitutes the entire agreement between the parties regarding the Platform and supersedes all prior understandings relating to its subject matter.

Severability; Waiver. If any provision is held invalid or unenforceable, the remaining provisions continue in full force and effect. No waiver is effective unless in writing.

Notices. Notices under this Agreement must be in writing and delivered by email or certified mail to the addresses on file or as otherwise designated in writing.

21. ELECTRONIC AND CLICK-THROUGH ACCEPTANCE

Electronic Signature. Client's act of clicking "I Agree" (or a similarly labeled button), checking an acceptance box, or submitting payment through the Platform's checkout flow constitutes Client's electronic signature and full acceptance of these Terms, with the same legal effect as a handwritten signature.

Contact Consent. By submitting information through the Platform, Client agrees that UgenticAI and its partners may contact Client by mail, phone, email, or text regarding the Platform, even if Client's phone number appears on a state or national Do Not Call list, subject to applicable opt-out rights.

Recordkeeping. UgenticAI will log the date, time, IP address, and account associated with Client's acceptance of these Terms and will make a copy of the accepted Terms available to Client upon request.