

**HIA TECHNOLOGIES INC.  
TERMS AND CONDITIONS OF USE**

Last Modified on May 15, 2025

**PLEASE READ THIS AGREEMENT CAREFULLY; THIS IS A BINDING CONTRACT.**

You have been invited to use this web app (the “*App*”), created by HIA Technologies, Inc. (“*HIA Technologies*,” “*HIA*,” “*we*,” “*us*,” or “*our*”) to enable conversational exchanges between end users (“*You*”) and HIA’s subscribed customer(s) who is the imputable licensee (“*Licensee(s)*”) guided by Licensee’s preset design of such conversation(s) (“*Licensee Content*”). Your access to and use of the App are subject to these Terms and Conditions of Use (this “*TOU*”).

IT IS IMPORTANT THAT YOU CAREFULLY READ AND UNDERSTAND THIS TOU. THIS TOU IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND HIA. BY CLICKING THE “**ACCEPT**” BUTTON AFTER BEING PRESENTED WITH THIS TOU AND/OR USING THE APP, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS TOU AND AGREE TO ALL OF ITS TERMS AND CONDITIONS. THIS TOU SETS FORTH YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO YOUR USE OF THE APP AND ANY COMMUNICATIONS, INFORMATION AND/OR DATA OF ANY KIND PROVIDED THROUGH THE APP.

**IF YOU DO NOT AGREE TO THIS TOU, YOU ARE NOT AUTHORIZED TO USE THE APP AND YOU MUST PROMPTLY CEASE USING IT.**

You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent such waiver is permitted under applicable law.

**1. Using the App.**

1.1. Internet Access. The App is designed to assist you and Licensee to engage in conversations guided by Licensee Content. When using the App on your mobile, laptop or desktop device (your “*Device*”), you acknowledge and agree that you are responsible for (i) maintaining continuous Internet access for your Device through a Wi-Fi or LTE data communication network and (ii) any Internet connection and telecommunications fees and charges that you incur.

1.2. Your Device. HIA is not responsible for the operation of your Device. You are responsible for ensuring the system functions of your Device are in working order when accessing the App, including, but not limited to, sound reception, screen display operation and quality and camera features of your Device.

1.3. No Guarantee of Results. HIA is not the designer of any Licensee Content you engage with on this App, and does not make any representations as to the quality of any Licensee Content. You acknowledge and agree that (a) HIA is not responsible for the results of any conversation that takes place on the App and (b) there is no guarantee that your participation in a conversation will result in any useful outcome, perceived, promised or otherwise implied by the Licensee.

1.4. Your Communications. You are responsible for all communications, verbal and non-verbal, that you submit in connection with your use of the App and the content of all information contained in such communications (“*Your Content*”). You are responsible for ensuring that Your Content is not offensive, unlawful, obscene, defamatory, libelous, threatening, harassing, hateful or racially or ethnically offensive. You grant HIA a perpetual, irrevocable, non-terminable, transferrable, worldwide, royalty-free, sublicensable, fully paid-up, non-exclusive and transferable license to record, store, disclose Your Content to the Licensee, and use it to monitor and analyze how end users utilize the App, and to maintain and improve the App. You agree that HIA’s Licensee may use any and all of Your

Content without any restriction and you acknowledge that HIA has no control over, and is not responsible for, any use of Your Content by the Licensee.

1.5. AI Interface. The App employs artificial intelligence, natural language processing, and other tools to converse with you through an interface that may include text, voice, and an avatar - the appearance of a human being or animated character. As guided by Licensee Content, you may be asked questions, be given answers to your questions, or otherwise be exposed to content that you believe is biased, offensive, provocative or otherwise objectionable. You acknowledge and agree that HIA is not responsible for the content of any communications that you may receive through your use of the App or any emotional, psychological or physical reaction you may have to any such content, the manner in which it is presented to you or the user interface used to deliver it.

## 2. License Grant and Restrictions.

2.1. License Grant. Subject to the terms and conditions of this ToU, HIA hereby grants you a limited, non-exclusive, personal, non-sublicensable, non-assignable license to access and use the App.

2.2. Use Restrictions. You may not access or use the App in any way that is not expressly permitted by this ToU. You may not: (a) cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the App; (b) sell, assign, rent, lease, or grant rights in the App, including, without limitation, through sublicense, to any other person or entity; or (c) use the App for any unlawful, prohibited, abnormal or unusual activity as determined by HIA in its sole discretion.

2.3. Violation of this ToU. You acknowledge and agree that you are solely responsible, and HIA has no responsibility or liability to you or any other person or entity for, any breach by you of this ToU or for the consequences of any such breach.

## 3. Termination.

3.1. Termination by HIA. HIA may, at its option, terminate your access to and use of the App immediately if it determines you are in breach of or otherwise acting inconsistently with this ToU.

3.2. No Liability for Termination. You agree that HIA shall not have any liability whatsoever for any damage, loss or expenses of any kind that you may suffer as a result of any termination of your access to our use of the App (including, without limitation, loss of employment or of an employment opportunity, or any mental, medical, physical, or other health related losses), whether or not HIA is aware of any such damage, loss or expenses.

3.3. Effect of Termination. Sections 1.4 (last sentence), 3.2, 3.3, 4, 5, 7, 8, 9, 10 and 11 shall survive any termination of this ToU.

## 4. Intellectual Property.

4.1. Trademarks. The HIA name and logo are trademarks and service marks of HIA. You do not have the right to use any of HIA's trademarks, service marks or logos and your unauthorized use of any of these may be a violation of federal and state trademark laws.

4.2. Ownership. You acknowledge and agree that HIA, or its licensors, owns all right, title and interest in and to the App, including all intellectual property, industrial property and proprietary rights recognized anywhere in the world at any time and that the App is protected by U.S. and international copyright laws. Further, you acknowledge that the App may contain information that HIA has designated as confidential and you agree not to disclose such information without HIA's prior written consent.

5. Privacy Policy. By accepting this ToU or using the App, you represent that you have read and consent to our Privacy Policy in addition to this ToU. If at any point you do not agree to any portion of the Privacy Policy, you must immediately stop using the App. By using the App, you agree to the then-current versions of this ToU and Privacy Policy, which will be posted on the App.

6. **Location.** The App is operated by HIA in the United States. If you choose to access or use the App from a location outside of the United States, you do so on your own initiative and you are responsible for compliance with applicable local laws.

7. **DISCLAIMER OF WARRANTIES.**

7.1. YOU UNDERSTAND AND AGREE THAT THE APP IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, MAY NOT BE FUNCTIONAL ON CERTAIN DEVICES AND/OR IN CERTAIN COMPUTING ENVIRONMENTS AND HIA SHALL HAVE NO OBLIGATION TO CORRECT ANY BUGS, DEFECTS OR ERRORS IN THE APP OR TO OTHERWISE SUPPORT, DEVELOP OR MAINTAIN THE APP.

7.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HIA EXPRESSLY DISCLAIMS ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

7.3. HIA MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF THE PERFORMANCE OF THE APP.

7.4. HIA DOES NOT REPRESENT OR WARRANT THAT (a) YOU WILL BE ABLE TO ACCESS OR USE THE APP AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; (b) THAT OPERATION OF THE APP WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (c) THE APP IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimers may not apply to you.

8. **LIMITATION OF LIABILITY.**

8.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HIA AND ITS AFFILIATES, LICENSEES, LICENSORS AND BUSINESS PARTNERS (INCLUDING, WITHOUT LIMITATION, EMPLOYERS, MEDICAL PROFESSIONALS, OR OTHER ENTITIES) (COLLECTIVELY, THE “***RELATED PARTIES***”) SHALL NOT BE LIABLE TO YOU UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR:

a. ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, USE, DATA OR GOODWILL, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE APP, EVEN IF HIA OR THE RELATED PARTIES HAVE BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES;

b. THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; OR

c. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE ANY MATERIALS, INFORMATION OR DATA GENERATED, COLLECTED, PROCESSED OR MAINTAINED BY OR THROUGH YOUR USE OF THE APP.

8.2. WITHOUT LIMITING THE FOREGOING, IN NO CASE SHALL THE LIABILITY OF HIA OR ANY OF THE RELATED PARTIES EXCEED ONE HUNDRED DOLLARS (\$100).

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of HIA and the Related Parties shall be limited to the fullest extent permitted by law.

9. **Indemnification.** You agree to defend, indemnify and hold HIA and the Related Parties harmless from and against any and all claims, demands, liabilities damages and losses including, without limitation, reasonable attorneys' fees, resulting from or arising out of (a) your use of the App; or (b) your breach of this ToU.

10. **Governing Law; Jurisdiction.** This ToU is governed by California law, without regard to conflict of laws principles. You and HIA agree that the state and federal courts located in the County of Los Angeles, California will have exclusive jurisdiction of all disputes arising out of or related to this ToU or your access to or use of the App or the App and agree to submit to the personal jurisdiction and venue of these courts. Notwithstanding the foregoing, HIA shall be allowed to apply for equitable remedies (including injunctions) in any jurisdiction.

11. **General.**

11.1. **Assignment.** The rights granted to you under this ToU may not be assigned without HIA' prior written consent, and any attempted unauthorized assignment by you shall be null and void.

11.2. **Severability.** If any part of this ToU is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of the ToU shall be given full force and effect.

11.3. **Attorneys' Fees.** The prevailing party shall be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in any legal action relating to this ToU.

11.4. **No Waiver.** Our failure to enforce any provision of this ToU shall in no way be construed to be a waiver of such provision, nor in any way affect our right to enforce the same provision at a later time. An express waiver by HIA of any provision, condition or requirement of this ToU shall not be understood as a waiver of your obligation to comply with the same provision, condition or requirement at a later time.

11.5. **Equitable Remedies.** You acknowledge and agree that HIA would be irreparably damaged if the terms of this ToU were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to any breach of this ToU, in addition to such other remedies as we may otherwise have available to us under applicable laws.

11.6. **Entire Agreement.** This ToU, including the documents referenced in this ToU, constitutes the entire agreement between you and HIA with respect to the App and supersedes any and all prior agreements between you and HIA relating to the App.