

# Terms of Use & Service

Effective as from May 4th, 2024

These Terms of Use & Service (the “Terms” or the “Agreement”) are an agreement between You as a user of Mirai (“Application” or “App”) and Us, Mirai (“Mirai”, “Company”, or “us”).

These Terms govern your access to and use of the Application and the associated services offered through this Application or application, as applicable (together with the Application, the “Service” or the “Services”).

Our Privacy Policy is incorporated into this Agreement by reference, as well as any other policies, which may be adopted or introduced by us from time to time.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 14 THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICE(S). THE ARBITRATION PROVISION REQUIRES THAT DISPUTES BE RESOLVED IN ARBITRATION ON AN INDIVIDUAL BASIS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.**

**FURTHERMORE, THIS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES, LIMITATIONS OF LIABILITY, AND A CLASS ACTION WAIVER.**

We may change these Terms on this page of the Application. We may notify you specifically about some critical changes, but not obliged to do so in every case. Use of the Service after any changes are made means that you accept such changes.

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**1. MEMBERSHIP AT THE APPLICATION & SERVICE**

**a. Eligibility**

Our Service provides AI-powered communication assistance to elderly individuals. This may include but is not limited to speech recognition, natural language processing, and generation of responses to assist users in communicating with others through various channels.

Before you create an account on Mirai, make sure you are eligible to use the Services.

- You must be at least 18 years old to use the Application or to register for the Services (or the reciprocal age of majority in your state or jurisdiction);
- You must not be restricted by law from registration/use of similar services and/or products.

#### **b. Registration**

You may register the account on the Application and become a Member of the Service at no cost. To become a Member, you need to create an account by providing a valid email address, username, password and/or other information as prompted by the registration form or as required by applicable law.

We may also allow you to register by using your social network credentials.

#### **c. Requirements to Profiles**

When registering, you are prohibited from selecting or using as a username:

- containing the name of another person with the intent to impersonate that person;
- a name that is subject to any rights of a person other than you without appropriate authorization; or
- a name that is otherwise offensive, vulgar, or obscene.

Please note that we prohibit including in any Section of your Member profile any telephone numbers, street addresses, email addresses, links to pages, profiles and other content from social networks, other personal contact information, your last name or any URLs.

We reserve the right to reject any username or to terminate your username and give such username to another Member of the Service in our sole discretion, and without any liability to you.

#### **d. Non-Commercial Use of Application**

Services are for personal use only and may not be used in connection with any commercial endeavors. Organizations, companies, and/or businesses may not use the Service for any purpose.

#### **e. No Third-Party Beneficiaries**

You agree that, except as otherwise provided in these Terms, there shall be no third-party beneficiaries to this Agreement.

## **2. REPRESENTATIONS AND WARRANTIES FROM AND REQUIREMENTS TO MEMBERS**

### **a. Representations and Warranties from Members**

By using the Service, you represent and warrant that:

- you have never been convicted of a felony;
- you are not required to register as a sex offender with any government entity;
- all information you include in your Member profile is accurate, current, and complete;
- you will ensure that this information is kept accurate and up-to-date at all times;
- you will notify us immediately of any change in your contact details, including your email address;
- you will not conceal from those with whom you correspond any information regarding infectious or incurable diseases, physical or psychological handicap, disabilities, or disorders you may have or may believe that you have, or any other adverse elements that may be deemed by a reasonable person to be unsuitable for relationships.
- your use of the Service is in accordance with any and all applicable laws and regulations;
- you have the right, authority, and capacity to enter into this Agreement and abide by all of the terms and conditions of this Agreement;
- you will not be engaged into any kind of activities that are prohibited.

### **b. Prohibited Activities of Members**

This is a list of activities that we prohibit on the Application:

- You shall not share any personal details with other Members of the Service other than through contact exchange feature on the Application. Any other instances of exchanging your personal information with other Members of the Service are at your own risk, and you hereby agree and accept such risk;
- You shall not create duplicate profiles;
- You shall not transmit any chain letters or junk email to other Members;
- You shall not stalk or otherwise harass any person on the Service;
- You shall not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents;
- You shall not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights;
- You shall not remove any copyright, trademark, or other proprietary rights notices contained on the Service;

- You shall not interfere with or disrupt the Services or the Application or the servers or networks connected to the Services or the Application;
- You shall not post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- You shall not forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Service;
- You shall not make illegal and/or unauthorized uses of the Services, including, but not limited to, collecting usernames and/or email addresses of other Members posted on the Service by any means for the purpose of sending unsolicited emails and/or unauthorized framing of, or linking to, the Service;
- You shall not “frame” or “mirror” any part of the Service or the Application without Mirai prior written authorization. You also shall not use metatags or code or other devices containing any reference to Mirai or the Service or the Application in order to direct any person to any other web site for any purpose;
- You shall not modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile, or otherwise disassemble any portion of the Service or any software used on or for the Service or cause others to do so;
- You shall not post any pornographic materials;
- You shall not attempt to interfere with, harm, steal from, or gain unauthorized access to the Service, Member accounts, or the technology and equipment supporting the Service;
- You shall not post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity;
- You shall not disclose personal information about another person or harass, abuse, or post objectionable material;
- You shall not post advertising or marketing links or content, except as specifically allowed by this Agreement;
- You shall not conduct any kind of advertising to, or solicitation of, from one Members to other Members on the Service or using information obtained via the Service, unless you have not obtained specific consent to it from us;
- You shall not use the Service in an unlawful or illegal way or commit an illegal act in relation to the Service including, without limitation, all laws associated with international money transfers;
- You shall not access the Service from a jurisdiction where it is illegal or unauthorized;
- You shall not collect usernames and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Service;
- You shall not create any databases, Applications, software, legal entities, and/or services that compete with the Application;

- You shall not access or use (or attempt to access or use) the Service in any way that violates this Agreement.

Although Mirai cannot monitor the conduct of its Members while not on the Service, it is also a violation of these Terms to use any information obtained from the Service in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent.

**c. Our Rights Regarding Violations of Warranties and Prohibitions by You**

In order to protect our Members from prohibited advertising or solicitation, we reserve the right to restrict the number of messages that a Member may send to other Members in any 24-hour period to a number that we deem appropriate in our sole discretion.

We may conduct investigation regarding possible breaches of the mentioned requirements from you. We reserve the right to:

- ask for any additional documents and information necessary for investigation in accordance with our [Privacy Policy](#); and
- conduct checks or other screenings of your background (including criminal background in sex offender register searches), at any time and using available public records, social networks.

If such investigation shows that there is a violation by you, we deactivate your profile on the Application. In addition, we may take appropriate legal action against you because of such violation, without limitation, seeking civil, criminal, and injunctive redress.

**d. Requirements to Content Posted by You on the Application**

You are solely responsible for the information, communications and content that you publish or display (“post”) on the Service or transmit to other Members (“User Content”).

We prohibit providing, posting and transmitting to other Members any kind of User Content that:

- is patently abusive and offensive to the online community, such as User Content that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual, harasses or advocates harassment of another person;
- promotes information that is inaccurate, false, misleading, or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- promotes an illegal or unauthorized copy of another person’s copyrighted work or protected by other intellectual property rights, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed

copy-protect devices, or providing pirated images, audio or video, or links to pirated images, audio or video files;

- contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under the age of 18;
- provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes;
- has features of pornographic or adult content, including, but not limited to, content that represents a sexual act, naked genitals, or other graphic material; and/or
- infringes or violates another party's rights and/or applicable law in any other way (including, but not limited to, rights of privacy and publicity).

We may investigate and take appropriate legal action in our sole discretion against anyone who violates this provision, including, without limitation, removing the offending communication from the Service and terminating the access and membership of such violators.

If information provided to Mirai, or another Member, only subsequently becomes inaccurate, misleading, or false, you will promptly notify Mirai of such change and you will take all reasonably necessary measures to correct the information.

#### **e. Our Rights to and Regarding Content Posted by You on the Application**

We may, but are not obliged to, monitor and remove any User Content for any reason. In particular, we may remove User Content that does not comply with the requirements of these Terms and our Policies (as may be introduced from time to time).

We may use any of your User Content (including your photographs) and your endorsements, testimonials, or other comments in respect of your use of the Service (whether provided via the Service, other methods of communication, or otherwise), for displaying on the public pages of the Service, advertising or publicity.

We may use such Content in full or in part, and with such corrections of any grammatical, stylistic, or other similar shortcomings as we deem appropriate.

*By posting User Content to Mirai, you automatically grant, and you represent and warrant that you have the right to grant, to Mirai, its affiliates, licensees, and successors, an irrevocable, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such information and content*



*and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing for the purpose of providing the Service to you.*

*You hereby release, discharge and agree to hold Mirai harmless from any causes of action in law or equity you may have or may hereafter acquire against Mirai or any of its affiliates for libel, slander, invasion of privacy, copyright or trademark violation, right of publicity, or false light arising out of or in connection with the utilization by Mirai or its affiliates of your User Content.*

If you do not wish us to do this, please contact us. More details on how we use your information are contained in our [Privacy Policy](#).

### **3. ACCOUNT SECURITY**

#### **a. Security Measures**

In order to retain security of your account you hereby agree to undertake the following:

- to keep the confidentiality of the username and password that you designate during the registration process;
- to be fully responsible for all activities that occur under your username and password;
- in case of any unauthorized use of your username or password or any other breach of security immediately notify us, and ensure that you exit from your account at the end of each session;
- to do all possible actions to disable others to view or record your password or other personal information when you are accessing your account from a public or shared computer;
- not to authorize others to use your membership and not assign or otherwise transfer your account to any other person or entity.

*Please note that we shall not be liable for any loss or damage arising from your failure to comply with this provision.*

#### **b. Unauthorized Interception of Data**

We put efforts to make your use of the Application safe and secure taking necessary protective and security measures. Nevertheless, any message or information you send through the Service may be possibly read or intercepted by others, even if there is a special notice that such message or information is encrypted or otherwise protected or secured.

*Please note that we shall not be liable for any loss or damage arising from unauthorized use of your credentials by third parties.*

### **c. Notification about Security System's Breach**

If we learn of a security system's breach, then we may attempt to notify you electronically by posting a notice on the Service or sending an email to you. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please write to us at [security@getmirai.co].

## **4. INTERACTION BETWEEN MEMBERS**

### **a. General Rules**

You are solely responsible for your interactions with other Members.

Use caution and common sense when using the Service, especially when providing any information to other Members, including personal and financial information.

You acknowledge and agree:

- to assume all risks when interacting with any other Member while using the Service, including, but not limited to, sharing confidential information, sending money;
- not to provide your financial information to other Members;
- to take reasonable precautions in all interactions with other Members during both online and offline interaction.

*Please note that we disclaim all liability associated with the mentioned risks.*

### **b. Reliance on Content, Advice, and Other Statements**

We do not guarantee that any opinions, advice, statements, offers, or other information or content from any Member or third party on the Service are accurate, complete, or reliable.

Such Members or third parties are solely responsible for such content. Mirai does not hold any responsibility in this regard.

*Please note that we shall not be liable for any loss or damage arising from your reliance on information or other content posted on the Service or transmitted to or by any Member or third party.*

### **c. Our Disclaimers on Interaction between Members**

We make no representations or warranties that:

- you will experience specific results from the use of the Service;
- the conduct of Members and/or their compatibility with any current or future Members shall fit any of your expectations;
- we are able to secure any visas or other international travel documentation for any Members;

- we are obliged to and currently do conduct criminal background checks or screenings on all Members.

You assume all risk associated with interacting with any and all Members or other third parties, including without limitation the risk that information about a certain Member posted on the Service or information provided by a Member in the course of interactions with other Members via the Service may be false or misleading.

*Please note that we shall not be liable for any disputes or disagreements between you and any other Member or third party you interact with using the Service.*

*You release Mirai of all claims, demands, and damages in disputes among Members of the Service or other third parties. You also agree not to involve us in such disputes. You agree to resolve disputes directly with the other party.*

*To the fullest extent permitted by law, in no event shall Mirai or its affiliates, officers, employees, agents, partners, and licensors (collectively, the “released parties”) be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of, or relating to, the conduct of you or anyone else in connection with the use of the Service, including, without limitation, bodily injury, emotional distress, loss of business, lost profits, trade secret misappropriation, intellectual property infringement, and/or any other damages resulting from communications or meetings with other Members of this Service or persons you meet through the Service.*

*All Members of the Service hereby expressly agree not to sue or hold liable the released parties for any instruction, advice or services that originated through the Service, and the released parties expressly disclaim any liability whatsoever, to the fullest extent permitted by law, for any damage, suits, claims, and/or controversies that arise or are related in any way to the service, the information provided through the Service and/or the interaction(s) between any Members of the Service, whether arising under contract, tort or otherwise.*

## **5. USE OF CONTACTS AND INTERACTION WITH CUSTOMER SERVICE**

### **a. Electronic Communication**

Without limiting other provisions of this Agreement (including the Privacy Policy), by using the Service you agree to accept and consent to receiving electronic communications initiated from us regarding any issue arisen from this Agreement and Service.

All information communicated on the Service is considered electronic communication. When you communicate with us through or on the Service or via other forms of electronic media, such as e-mail, you are communicating with Mirai electronically.

You agree that we may communicate electronically with you and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication.

#### **b. Text Messages**

By providing your mobile telephone number, you consent to receive text messages at that number as requested for account verification, message notifications, and other purposes related to the Service.

While we do not charge a fee for text messages, your carrier may charge standard messaging, data, and other fees. You are responsible for those charges.

We may send and receive text messages through cellular telephone operators or other networks, and the level of reliability may vary. We are not responsible for the timeliness or final delivery of the message, as we cannot control work of the cellular telephone operator or other networks.

We will use your mobile number in accordance with our [Privacy Policy](#).

#### **c. Telephone Calls**

By providing your phone number, you consent to receive autodialed or prerecorded calls at the phone number that you provided, including any mobile telephone number and/or a number listed on any do-not-call list, to facilitate conversations between you and other Members; or otherwise provide our Services or enforce these Terms.

You are not required to provide your consent to these calls as a condition of purchase on the Service.

Standard telephone rates may apply.

We may monitor or record telephone conversations that we have with you or anyone acting on your behalf regardless you call us or we call you. We will use results of monitoring and record in accordance with our [Privacy Policy](#).

#### **d. Prohibited Conduct towards Customer Service**

When communicating with our customer service representatives, you agree not to be abusive, obscene, profane, offensive, sexist, threatening, harassing, racially offensive, and behaving inappropriately anyhow.

If your behavior towards any of our representatives is such as described above, we may terminate your membership.

## **6. PRIVACY**

We respect your privacy and the use and protection of your personal information. Your submission of personal information through the Service is governed by the **Privacy Policy**. It contains important information and disclosures relating to the collection and use of your personal information by Mirai.

## **7. TERMINATION OF ACCOUNT AND BLOCKING**

### **a. General Grounds for Termination of Account**

We may suspend or terminate your use of the Services and/or membership at any time, at our sole discretion without cause and without notice. **Billing Policy** defines specific grounds for blocking of accounts due to payments security reasons.

For the purposes of these Terms:

- “Termination” means deletion of the account from the Mirai’ servers and complete erasure of all data related to a Member Profile. At Member’s request, we may retrieve all personal data and provide in a comprehensive and readable form.
- “Blocking” means temporary or permanent restriction of access to a Member Profile for violation of these Terms.

The decision regarding termination or blocking of the account is made each time by the Mirai’ Customer Service at its sole discretion.

In particular, termination of account is possible as a result of its inactivity for three months, violation of these Terms, security reasons, etc.

You may terminate your membership at any time, for any reason, by contacting our Customer Service online at [support@getmirai.co](mailto:support@getmirai.co)

### **b. Termination as a Result of Death or Disability**

If a person that was the Member of the Application is no longer able to receive the Service by reason of death or disability, such person or his/her legal representative or legal successor may contact us regarding termination of the account.

“Disability” means a condition which precludes you from physically using the Service during the term of disability and the condition is verified in writing by a physician designated and remunerated by you. Written verification from the physician must be submitted to Mirai.

If the physician determines that the duration of the disability will be less than six (6) months, we may extend the term of the Service contract for a period of six (6) months at no additional charge instead of terminating the account.

### **c. Blocking of IP addresses**

In order to protect the integrity of the Service, Mirai reserves the right, at any time in its sole discretion, to block Members with certain IP addresses from accessing the Application.

## **8. THIRD-PARTY LINKS AND APPLICATIONS**

Mirai may provide you with access to third-party links and Applications over which we neither monitor nor have any control nor input.

You acknowledge and agree that Mirai provides access to such third-party links and access to third-party Applications “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability arising from or relating to your use of third-party links or Applications.

Any use by you of third-party links or Applications offered through the Service is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which the third-party links and Applications are provided by the relevant third-party provider(s).

## **9. CONTENT ON THE APPLICATION. COPYRIGHT POLICY**

### **a. Proprietary Rights**

Mirai provides to you a revocable, limited, non-exclusive, royalty-free, non-sublicenseable, non-transferrable license to use the Service. You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights.

You acknowledge and agree that Mirai owns, licenses, or otherwise retains all proprietary rights in the Service and all intellectual property thereon and therein.

Those rights include, but are not limited to, database rights, copyright, design rights (whether registered or unregistered), patents, trademarks (whether registered or unregistered) and other similar rights, wherever existing in the world, together with the sole and exclusive right to apply for the protection of the same on behalf of Mirai and its licensors.

The Service contains the copyrighted material, trademarks, and other proprietary information of Mirai and its licensors. Except for that information which is in the public domain or for which you have been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

### **b. Our Actions in Cases of Intellectual Property Rights Infringement**

We do not tolerate infringing activity on or through the Service anyhow.

If we have any reasons to believe in good faith that User Content and/or any kind of information violates intellectual property rights of a third party by being made available on or through the Service, upon notice from an intellectual property owner or his or her agent, we:

- (i) remove or disable access to material; and
- (ii) remove any User Content uploaded to the Service by “repeat infringers.”

“Repeat infringer” is a Member that has uploaded User Content to or through the Service and about whom Mirai has received more than two takedown notices compliant under applicable law with respect to such User Content.

However, we may terminate the account of Member after receipt of a single notification of claimed infringement.

### **c. Procedure for Reporting Claimed Infringement**

If you believe that any content made available on or through the Service infringes your intellectual property right, please promptly send a written “Notification of Claimed Infringement” containing the following information to the designated agent identified below. Mirai may share your Notification of Claimed Infringement with the Member that is possible infringer, and you consent to making such disclosure by Mirai. Your communication must include substantially the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the material(s) that has/have been allegedly infringed;
2. Identification of the material allegedly being infringed, or, if multiple materials are covered by a single notification, then a representative list of such works;
3. Identification of the specific material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is

to be disabled, and information reasonably sufficient to permit Mirai to locate the material on the Service;

4. Information reasonably sufficient to permit Mirai to contact you, such as your name, address, telephone number, and email address;

5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other intellectual property owner, its agent, or the law; and

6. Under penalty of perjury, a statement that the information in the Notification of Claimed Infringement is accurate and truthful, and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You should consult with your own lawyer and/or review applicable law regarding copyright or other intellectual property infringement to confirm your obligations to provide a valid notice of claimed infringement.

#### **d. Designated Agent Contact Information**

A designated agent of Mirai for receipt of Notifications of Claimed Infringement can be contacted at:

E-mail: [disputes@getmirai.co](mailto:disputes@getmirai.co)

#### **e. False Notifications of Claimed Infringement or Counter Notifications**

Mirai reserves the right to seek damages from any party that submits a false notification in violation of the law, as provided for by applicable law.

### **10. ADDITIONAL DISCLAIMERS OF WARRANTIES**

#### **a. Basic Disclaimers of Warranties**

Except where otherwise inapplicable or prohibited by law, to the fullest extent permitted by law, you expressly understand and agree that your use of the Service is at your sole risk, and the Service is provided on an “as is” and “as available” basis.

The released expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement as well as any and all warranties as to products or services offered by businesses listed on the service. The released parties make no, and expressly disclaim any warranty that:

- (i) the Service will meet your requirements,
- (ii) the Service will be uninterrupted, timely, secure, or error-free,
- (iii) the results that may be obtained from the use of the Service, including data, will be accurate or reliable,
- (iv) the quality of any data or service available on the Service will meet your expectations, and



(v) any errors in the service will be corrected.

Any material obtained through the use of the Service is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from the use of any such material.

We cannot guarantee and do not promise any specific results from use of the Application and/or the Service. You agree also to take the risks of interruption of the Service for any technical reasons.

#### **b. Absence of Any Advice on the Service**

Any statement that may be posted on the Service is for informational and entertainment purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice.

Mirai makes no representations or warranties and, to the fullest extent permitted by law, expressly disclaims any and all liability relating to your reliance on the statements or other information offered or provided within or through the Service. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

#### **c. Change of Application Information and Service**

We may change all the information provided on the Service at our sole discretion without notice.

We may at any time modify or discontinue, temporarily or permanently, the Service (or any part thereof) at our sole discretion with or without notice. You agree that we shall not be liable to you or any third party for any modification, suspension or discontinuance of the Service.

### **11. LIMITATION OF LIABILITY**

Except where otherwise inapplicable or prohibited by law, you expressly understand and agree that, to the fullest extent permitted by law, the released parties shall not be liable to you for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Mirai has been advised of the possibility of such damages), resulting from:

- (a) the use, attempted use, or the inability to use the Service;
- (b) the cost of procurement of substitute goods and services resulting from any data, information, or services obtained or messages received or transactions entered into through, from, or as a result of the Service;

- (c) unauthorized access to or alteration of your transmissions or data;
- (d) statements or conduct of any user or third party on the Service;
- (e) your reliance on content or data made available by us; or
- (f) any other matter relating to the Service.

Even if Mirai is found liable under any theory, Mirai liability and your exclusive remedy will be limited to the greater of the fees you have paid to Mirai or USD100.

This limitation of liability shall apply for all claims, regardless of whether Mirai was aware of or advised in advance of the possibility of damages or such claims. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations in this paragraph may not apply to you.

## **12. INDEMNITY BY YOU**

To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless Mirai and all of its subsidiaries, affiliates, officers, agents, and other partners and employees from and against any loss, liability, claim, or demand, including reasonable attorney's fees and costs, made by any third party resulting from or in any way connected with or related to your use of the Service in violation of this Agreement and/or your breach of this Agreement and/or any of your representations and warranties set forth above.

Mirai reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with, and fully indemnify, Mirai in connection therewith.

## **13. DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER**

Please read this arbitration provision carefully to understand your rights.

- (a) All claims must be resolved through binding arbitration by a neutral arbitrator;
- (b) You are waiving the right to a trial by jury; the rights that you would have if you went to court, such as discovery or the right to appeal, may be more limited or may not exist;
- (c) You may only bring a claim in your individual capacity and not as a plaintiff (lead or otherwise) or class member in any purported class or representative proceeding;
- (d) The arbitrator may not consolidate proceedings or claims or otherwise preside over any form of a representative or class proceeding.

### **a. Mandatory Arbitration**

This Arbitration Agreement provides that all disputes must be resolved through BINDING ARBITRATION whenever you or we choose to submit or refer a dispute to arbitration. You and Mirai, and each of our respective agents, corporate parents, subsidiaries, affiliates, predecessors in interest, successors, and assigns, agree to BINDING ARBITRATION (except for matters that may be taken to small claims court), as the exclusive form of dispute resolution except as provided for below, for all disputes and claims arising out of or relating to this Agreement (including the Privacy Policy) or the Service, unless you are located in a jurisdiction that prohibits the exclusive use of arbitration for dispute resolution. YOU AGREE THAT, BY ENTERING INTO THIS Agreement, you and Victoria Hearts are each waiving the right to a trial by jury or to participate in a class action.

**b. Waiver of Class Action and Collective Relief**

There shall be no right or authority for any claims to be arbitrated or litigated on a class action, joint or consolidated basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other users of this Application, or any other persons. The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that individual party's claim. The arbitrator may not award relief for or against anyone who is not a party. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. This waiver of class actions and collective relief is an essential part of this arbitration provision and cannot be severed from it.

**c. Arbitration Procedures.**

Any disputes arising out of or in connection with this Agreement, including any questions regarding its existence, validity, or termination, shall be referred to and finally resolved by BINDING ARBITRATION under the London Court of International Arbitration ("LCIA") Rules in force when the Notice of Arbitration is submitted, which Rules are deemed to be incorporated by reference into this clause.

- *Overview.* Arbitration is an alternative to litigation where a neutral person (the arbitrator) hears and decides the parties' dispute. Arbitration proceedings are designed to provide parties with a fair hearing in a manner that is faster and less formal than court proceedings. The following procedures (the "Arbitration Procedures") are applicable to all arbitration proceedings involving you and Mirai.

- *Pre-Arbitration Dispute Resolution.* Mirai is always interested in resolving disputes amicably and efficiently. Therefore, before you commence an arbitration, we suggest that you contact us to explain your complaint, as we may

be able to resolve it without the need for arbitration. You may contact us online at <insert email>.

- *Administrator*. The administrator for the arbitration is the LCIA, a non-profit organization that is not affiliated with Mirai. The arbitrator who will hear and decide your dispute will be appointed by the LCIA in accordance with its rules. Information about the LCIA's rules and fees can be found at: [https://www.lcia.org//Dispute\\_Resolution\\_Services/lcia-arbitration-rules-2014.aspx](https://www.lcia.org//Dispute_Resolution_Services/lcia-arbitration-rules-2014.aspx).

- *Seat of Arbitration*. The seat of the arbitration shall be London, United Kingdom.

- *Choice of Law*. The governing law applicable to the Arbitration Agreement and the arbitration shall be the laws of England and Wales (also known as English Law), without regard to English Law's conflict of laws rules. This Agreement, its conclusions and interpretations, as well as all claims, including any non-Agreement obligations, arising out of or in connection with this Agreement or its conclusion, shall be subject to the laws of England and Wales.

- *Language*. The language of the arbitration shall be English.

- *Applicable Rules*. The arbitration will be governed by the LCIA's Arbitration Rules ("LCIA Rules"), as modified by these Arbitration Procedures. If there is any inconsistency between the LCIA's Rules and these Arbitration Procedures, the Arbitration Procedures will control. However, if the arbitrator determines that strict application of the Arbitration Procedures would not result in a fundamentally fair arbitration, the arbitrator may make any order necessary to provide a fundamentally fair arbitration that is consistent with the LCIA Rules.

- *Commencing an Arbitration*. To commence an arbitration against Mirai, you must complete a written request for arbitration, submit it to the LCIA, and send a copy to Mirai at [contact@getmirai.co](mailto:contact@getmirai.co). To learn more about commencing an arbitration and to obtain a form to institute arbitration, see the LCIA's online filing page, <https://onlinefiling.lcia.org/>. You may represent yourself in the arbitration or have a lawyer (or some other representative) act on your behalf. Upon receipt of an arbitration claim, Mirai may assert any counterclaims it may have against the complaining party.

- *Fees*. You are responsible for paying your portion of the fees set forth in the LCIA's Schedule of LCIA Arbitration Costs and as determined by the Arbitral Tribunal under LCIA Rules. Mirai will pay all remaining fees. If your claim against

Mirai is for less than USD1,000, we will pay all fees. You may hire an attorney to represent you in arbitration. You are responsible for your attorneys' fees and additional costs. Notwithstanding anything in this Arbitration Provision to the contrary, we will pay all fees and costs that we are required by law to pay.

- *Selection of the Arbitrator.* The arbitrator who will hear and decide your dispute will be appointed by the LCIA in accordance with its rules.

- *Discovery.* Each party may (a) request relevant, non-privileged documents from the other party; and (b) request that the other party provide the particulars of its claims or defenses. Any such discovery requests must be served on the other party within 10 days after the arbitrator's appointment. The responding party shall provide the requesting party with all responsive, non-privileged documents, the requested particulars, and/or any objections to the requests within 15 days after receipt of the requests. Any disputes about discovery or requests for extensions shall be submitted promptly to the arbitrator for prompt resolution. In ruling on any discovery dispute or extension request, the arbitrator shall take into consideration the nature, amount, and scope of the underlying arbitration claim, the cost and other effort what would be involved in providing the requested discovery, the case schedule, and whether the requested discovery is necessary for the adequate preparation of a claim or defense.

- *Communications with the Arbitrator.* Whenever communicating with the arbitrator, the parties must include each other – for example, by including the other party on a telephone conference call and copying the other party on any written submissions, such as letters or emails. To the extent practicable, conferences with the arbitrator will take place by telephone conference call or email. Ex parte communications are not permitted with any arbitrator.

- *Confidentiality.* Upon either party's request, the arbitrator will issue an order requiring that confidential information of either party disclosed during the arbitration (whether in documents or orally) may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the arbitration award and that any permitted filing of confidential information must be done under seal.

- *Arbitration Award.* The arbitrator will render a written decision within 14 days after the hearing or, if no hearing was held, within 30 days after any rebuttal or supplemental statements are due. The decision must clearly specify the relief, if any, awarded and contain a brief statement of the reasons for the award.

- *Waiver of Appeal*. The parties waive any right to refer any question of law and any right of appeal on the law and/or the merits to any court.

- *Survivability*. This arbitration provision shall survive termination of this Agreement.

#### **14. ADDITIONAL PROVISIONS APPLICABLE IN CERTAIN STATES**

The following provisions are applicable for Members residing in California and other states, where required by law.

You, the buyer, may cancel the terms and conditions of this Agreement, without penalty or obligation, at any time prior to midnight of the third business day following the original date of this Agreement, excluding Sundays and holidays. To cancel this Agreement, please mail or deliver a signed and dated notice which states that you, the buyer, are canceling this Agreement, or words of similar effect.

This notice shall be sent to [contact@getmirai.co](mailto:contact@getmirai.co).

Please include your username and email address in any correspondence. Provided you cancel the Agreement in accordance with the abovementioned procedure, we will return, within ten days of the date on which you give notice of cancellation, any payments you have made.

#### **15. CHANGES TO THE AGREEMENT AND ITS PARTIES. NOTICES**

##### **a. Changes to the Agreement**

We reserve the right, at our sole discretion, to change the Agreement from time to time and at any time and without prior notice by

- (a) posting the changed Agreement (or parts of it) to the Service; or
- (b) otherwise giving you notice of the changes.

The changes shall be effective upon such posting by us or upon us giving you such notice, whichever is the earlier (unless we expressly indicate otherwise).

It is your responsibility to check the Service and your email account periodically for changes to these Terms and other parts of the Agreement.

Your continued use of or access to the Service following the effective date of any changes to the Agreement constitutes acceptance of those changes. This Agreement may not be changed by you, unless any changes proposed by you are expressly

accepted by Mirai in writing. Any new features which are added to the Service shall also be subject to the Terms.

In this clause, the terms “change” and “changed” in relation to changes to the Agreement shall be interpreted broadly and shall include any and all modifications, amendments, revisions and restatements whatsoever, including adding or removing any portions of this Agreement.

#### **b. Changes to Parties**

We may assign or transfer all of our rights and obligations hereunder to any other person, whether by way of novation or otherwise, and you hereby give us consent to any such assignment and transfer.

You agree that posting on this Application of a version of this Agreement indicating another person as a party to this Agreement will constitute sufficient notice to you of the transfer of our rights and obligations under the Agreement with you to that party (unless otherwise is expressly indicated).

#### **c. Notices**

Without prejudice to the provisions of the preceding clause, we may choose to notify you of changes to this Agreement by posting a notice via the Service, by sending you an email, or otherwise.

If we choose to notify you about changes to this Agreement or about other matters by email, each such notification shall be effective and shall be deemed received by you immediately after being sent to the email address you have provided to us, even if:

- (a) our email notification is filtered as a spam, junk, bulk, or other undesirable or low-priority message and is not displayed in your email inbox; or
- (b) you do not actually read it for any other reason.

To reduce the chance that it is so filtered, please add [contact@getmirai.co](mailto:contact@getmirai.co) to your email contact book and whitelist this address as a “safe” or “approved” sender. In addition, you may wish to create a custom filter marking emails from this address as important emails for your high-priority inbox. Please contact your email service provider if you are not sure how to do any of that.

## **16. TERM OF THE AGREEMENT**

This Agreement will take full force and effect when you access the Service and will remain in effect while you use the Service until your account is terminated for whatever reason.

After your membership is terminated, all terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination including, but not limited to, Sections 3, 5-20.

We reserve the right to take further action for our loss or the potential loss of other Members or third parties when necessary due to your breach of this Agreement, in our sole discretion.

## **17. ELECTRONIC SIGNATURE**

You further acknowledge and agree that by clicking on a button labeled “SUBMIT”, “I ACCEPT”, “I AGREE” or similar links or buttons, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by this Agreement.

Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including without limitation the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the “E-Sign Act”) or other similar statutes, you hereby agree to the use of electronic signatures, contracts, orders and other records and to electronic delivery of notices, policies and records of transactions initiated or completed through the Service.

Furthermore, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature, delivery or retention of non-electronic records, or to payments or the granting of Credits by other than electronic means.

## **18. MISCELLANEOUS**

### **a. Governing Law**

This Agreement shall be governed by and construed in accordance with the law of United States of America.

To the extent that any action relating to any dispute hereunder is for whatever reason not submitted to arbitration, each of the parties submits to the exclusive jurisdiction to the courts of England and Wales to settle any disputes which may arise out of or in connection with this Agreement and that accordingly Proceedings must be brought in such courts.

The parties irrevocably submit to the personal jurisdiction and venue of the courts of England and waive any defenses of improper venue or *forum non conveniens*.



**b. Entire Agreement. Severability**

This Agreement and all other provisions referenced herein contain the entire agreement between you and Mirai regarding the use of the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

**c. No Waiver of Breach or Default**

The failure to require performance of any provision will not affect our right to require performance at any time thereafter, nor will a waiver of any breach or default of this Agreement or any provision of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

**d. Force Majeure**

Mirai shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond our reasonable control, including, but not limited to: acts of God, such as fire, flood, earthquakes, hurricanes, tropical storms or other natural disasters; war, riot, arson, embargoes, acts of civil or military authority, or terrorism; strikes, or shortages in transportation, facilities, fuel, energy, labor or materials; failure of the telecommunications or information services infrastructure; hacking, spam, or any failure of a computer, server or software, for so long as such event continues to delay Mirai performance.

**e. Absence of Certain Kind of Relationship**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Mirai as a result of this Agreement or use of the Service.

**f. Use of Section Headers**

Use of Section headers in this Agreement is for convenience only and will not have any impact on the interpretation of particular provisions.

**20. CONTACT INFORMATION**

Please [Contact Us](#) with any questions regarding this Agreement.

E-mail: [contact@getmirai.co](mailto:contact@getmirai.co)