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# TERMS OF USE AGREEMENT

## 1. Agreement

This Website and Mobile Application Terms of Use Agreement governs your access to and use of all websites, mobile websites, and mobile applications owned and operated by FirstStep.ai ("Company" or "we" or "us" or "our"), including, but not limited to websites, mobile websites, and mobile applications available at: <https://firststep.ai> (our "Websites and Mobile Apps").

The Websites and Mobile Apps are offered subject to your acceptance, without modification, of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Company's Privacy Policy, incorporated herein by reference) and procedures that may be published from time to time on the Websites and Mobile Apps by the Company (collectively, the "Agreement").

Please read this Agreement carefully before you start to use the Websites and Mobile Apps. By accessing, viewing, and using the Websites and Mobile Apps, you agree to be bound by all the terms and conditions of this Agreement and do hereby enter into the Agreement with Company of your own free will, are of competent age and mental state, and are otherwise fully capable and qualified to be bound.

We may revise and update this Agreement from time to time in our sole discretion and without notice. All changes are effective immediately when we post them and apply to all access to and use of the Websites and Mobile Apps thereafter. Your continued use of the Websites and Mobile Apps following the posting of a revised Agreement means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

**IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU SHALL CEASE ALL USE OF THE WEBSITES AND MOBILE APPS AND ANY OF THEIR CONTENT. IF YOU HAVE INSTALLED A COMPANY PRODUCT/APPLICATION ON ANY COMPUTER OR MOBILE DEVICE, YOU MUST DELETE THE PRODUCT/APPLICATION FROM YOUR COMPUTER OR MOBILE DEVICE AND CEASE ALL USE OF THE SOFTWARE.**

## 2. Access and Account Security

We reserve the right to withdraw or amend the Websites and Mobile Apps, and any service or material we provide on the Websites and Mobile Apps, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Websites and Mobile Apps are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Websites and Mobile Apps, or the entire Websites and Mobile Apps, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Websites and Mobile Apps.
- Ensuring that all persons who access the Websites and Mobile Apps through your internet connection are aware of and comply with this Agreement.

To access the Websites and Mobile Apps or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Websites and Mobile Apps that all the information you provide is correct, current, and complete. You agree that all information you provide to register with the Websites and Mobile Apps or otherwise, including but not limited to through the use of any interactive features, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Websites or Mobile Apps or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of this Agreement or conduct of illicit activities of any nature whatsoever.

### 3. Intellectual Property Rights

#### (a) License

Company grants to you, and you do hereby accept, a limited, non-transferable, revocable license to access and make personal use of the Websites and Mobile Apps and not to download, modify, alter, adjust, change, or amend the Websites and Mobile Apps in any way. This license does not include:

- the right to resale or commercially use the Websites and Mobile Apps or its contents; or the right to make any collection and use of any content, postings, or viewable materials, listings, or descriptions;
- the right to make any derivative use of the Websites and Mobile Apps or their contents;
- the right to any downloading or copying of information for the benefit of another merchant;
- the right to use data mining, web scraping, robots, spider/web crawler or other automated device, program, tool, algorithm, code, process or methodology, offline readers, or similar data gathering and extraction tools to access, obtain, copy, monitor or republish any portion of the site or any date, content, information or services accessed via same;
- the right to reproduce, duplicate, copy, sell, resell, sublicense, or otherwise exploit the Websites and Mobile Apps or any portion of the Websites and Mobile Apps;
- the right to frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Company; or
- the right to use any meta tags or any other "hidden text" utilizing Company's name or trademarks.
- the right to reverse engineer or otherwise decipher, decompile or derive any source code or underlying algorithms or ideas of any part of the Websites and Mobile Apps.
- the right to use the Websites and Mobile Apps in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Websites and Mobile Apps, including their ability to engage in real time activities through the Websites and Mobile Apps.
- the right to use any device, software, or routine that interferes with the proper working of the Websites and Mobile Apps.

- the right to introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- to attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Websites and Mobile Apps, the server on which the Websites and Mobile Apps are stored, or any server, computer, or database connected to the Websites and Mobile Apps.
- the right to attack the Websites and Mobile Apps via a denial-of-service attack or a distributed denial-of-service attack.
- the right to otherwise attempt to interfere with the proper working of the Websites and Mobile Apps.
- the right to engage in unacceptable uses of the platform/Websites and Mobiles Apps, in the Company's sole discretion. For example, unacceptable uses include but are not limited to use as a substitute for a file transfer system without computer vision use cases, uploading inappropriate content, including, but not limited to nudity, and performing excessive downloads with ill-intent.
- Engaging in any unauthorized use terminates the permission or license granted herein.

#### (b) Copyrights

All content (other than any profile information provided by you and any material posted to the Websites and Mobile Apps by you/users), compilation of content, and software included or used on the Websites and Mobile Apps, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, is the property of Company or its content suppliers and is protected by Mauritian and international copyright laws. All such rights are reserved. You hereby agree not to make any use of any of the copyrighted material or content appearing on the Websites and Mobile Apps, without the express prior written permission of the Company.

#### (c) Trademarks

Company's trademarks, identified on the Websites and Mobile Apps with a <sup>™</sup> or <sup>®</sup>, are the exclusive property of Company. All other trademarks not owned by Company that appear on the Websites and Mobile Apps are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Company. You hereby agree not to make any use of any of the trademarks appearing on the Websites and Mobile Apps, without the express written permission of the Company.

## 4. Prohibited Uses

You may use the Websites and Mobile Apps only for lawful purposes and in accordance with this Agreement and the Privacy Policy.

You agree not to use the Websites and Mobile Apps:

- In any way that violates any applicable local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the applicable jurisdictions).
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with this Agreement.

- To transmit, or procure the sending of, any advertising or promotional material including any "junk mail", "chain letter", "spam", or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee or agent, another user, or any other person or entity (including, without limitation, by using email addresses or names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Websites and Mobile Apps, or which, as determined by us, may harm the Company or users of the Websites and Mobile Apps or expose them to liability.
- To transmit any data, send or upload any material that contains viruses, Trojan horses, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

## 5. Personal Information

The Company may utilize electronic means of information capture and usage such as cookies, domain name and host capture, browser software capture, IP address capture, and the like. Company reserves the right to collect and use such information in accordance with this Agreement and our Privacy Policy. If you actively submit personal information to Company, Company shall use commercially reasonable efforts to safeguard and protect such information and to use such information only for the purposes intended; however, you acknowledge that the submission of personal information is at your risk and that you waive all warranties and limits all liability associated with such information to the fullest extent permitted under the law.

## 6. Disclaimer of Warranties and Waivers; Limitation on Liability

The websites and mobile apps are provided "as is" and must not be construed as forming part of the obligations of the company in performance of services or delivery of products of any kind. We make no warranty of any kind with regard to the products, content, software, information, or services provided herein, all such express or implied warranties are expressly waived to the fullest extent allowed by law, including, without limitation, warranties of fitness for particular purpose and warranties of merchantability. We do not warrant that the websites and mobile apps are free from computer viruses or other harmful electronic objects and components. We shall not be liable to you for any damages of any kind arising out of the use of the websites and mobile apps, including, without limitation, punitive, direct, indirect, incidental, and consequential damages. As to the operation of the websites and mobile apps or the information, content, materials, or products included on the websites and mobile apps, you expressly agree that your use of the websites and mobile apps is at your sole risk.

You understand that when using the websites and mobile apps, you may be exposed to material that may be or is inaccurate, incomplete, obsolete, offensive, indecent, or objectionable to you. Company is not responsible for the foregoing as well as accuracy, usefulness, safety, or intellectual property rights of or relating to your submissions. You hereby agree to waive any and all legal or equitable rights or remedies that you may have or may have against th Company with respect thereto.

To the fullest extent provided by law, in no event will the company, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the websites and mobile apps, any websites linked to it, any content on the websites and mobile apps or such other websites, including any direct, indirect, special, incidental, consequential, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional

distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.

The foregoing does not affect any liability that cannot be excluded or limited under applicable law

## **7. Indemnification**

You agree to defend, indemnify and hold Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns harmless from any claims, liabilities, damages, demands, judgments, awards, losses, costs, expenses, or fees, including reasonable attorneys' fees, arising out of or relating to your violation of this Agreement, your violation of any law or the rights of any third party, and/or your use of the Websites and Mobiles Apps, including, but not limited to, your use of the Websites and Mobiles Apps' content, services, and products other than as expressly authorized in this Agreement or your use of any information obtained from the Websites and Mobile Apps.

## **8. Applicable Law**

By visiting the Websites and Mobile Apps, you agree that any disputes or claim (including non-contractual disputes or claim) concerning or involving these Terms of Use, or the use of the Websites and Mobile Apps, shall be governed in accordance with the Laws of Mauritius. You hereby consent to the personal jurisdiction of the Courts of Mauritius for resolution of all disputes concerning or involving this Agreement, or your use of the Websites and Mobile Apps.

## **9. Amendment**

Company reserves the right to amend this Agreement at any time, by posting on the Websites and Mobile Apps said amended Agreement, your use and continued use of the Websites and Mobile Apps is deemed an agreement to be bound by any such Amendment(s). We therefore suggest that you regularly check the terms and conditions of the Terms of Use Agreement to ensure that you understand the terms that apply every time you use the Websites and Mobile Apps.

## **10. Limitations On Actions**

You agree that any cause of action that may arise, result, or occur as a result of your use of the websites and mobile apps, or from entering into this agreement, must be commenced not longer than one (1) year from the date such cause of action accrues, otherwise you waive all right to bring such cause of action and such action is forever barred and discharged.

## **11. Transferability**

You agree that your rights and obligations under this Agreement may not be transferred, assigned, licensed, or otherwise alienated without the express written permission of the Company, wherein said permission may be denied for any reason.

### **13. Links and Third Party Websites**

We have not reviewed, and cannot review, all of the material, including computer software, made available through any third party websites and webpages to which Company links, and that link to the Websites and Mobile Apps. Company does not control such websites and webpages and is not responsible for their contents or their use. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. By linking to a website or webpage, Company does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, logic bombs, and other material that is malicious or technologically harmful (collectively, the "Technologically Harmful Content"). Additionally, you agree not to introduce any Technologically Harmful Content to the Websites and Mobile Apps. Company disclaims any responsibility for any harm resulting from your use of third party websites and webpages.

### **14. Privacy Policy**

You agree to be bound by our Privacy Policy found at <https://firststep.ai/privacy>, which is incorporated into this Agreement by reference as if fully set forth herein.

### **15. Ability to Accept Terms of Service**

#### **A. Age of Access**

The Website and Mobile Apps are offered and available to users who are 18 years of age or older. You affirm that you are either 18 years of age or older, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. If you are under 18 years of age, you shall not access or use the Websites and Mobile Apps.

#### **B. Children Under the Age of 16**

Without limiting the foregoing, our Websites and Mobile Apps are not intended for children under 16 years of age. No one under age 16 may provide any information to or on the Websites and Mobile Apps. We do not knowingly collect personal information from children under 16. If you are under 16, do not use, register, or provide any information on this Websites or Mobile Apps or on or through any of its features, make any purchases through the Websites and Mobile Apps, use any interactive or public comment features of the Websites or Mobile Apps or provide any information about yourself to us. If we learn we have collected or received personal information from a child under 16 without verification of parental/guardian consent, we will delete that information. If you believe we might have any information from or about a child under 16, please contact us at [legal@firststep.ai](mailto:legal@firststep.ai).

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## 16. Your Account; Payment

### Account

If you create an account on the Websites and Mobile Apps, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account. You must immediately notify the Company of any unauthorized uses of your account or any other breaches of security. Company is not liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

### Payment

If you choose to create an account on the Websites and Apps, you agree to the following:

- You agree that we may utilize a third-party payment provider (e.g. Stripe) in order to process payment for the services.
- You understand you are bound by such third-party provider's applicable terms of use and privacy policies, and the Company shall not be liable to you or others for any damages related to the use of a third-party provider for payment processing.
- You will honour any payment obligations and you consent to us storing your payment information. You understand that there may be fees and taxes that are added to our prices.
- Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates).

## 17. Responsibility of Websites Visitors and Mobile Apps Visitors

Company has not reviewed, and cannot review, all of the material, including links to computer software, posted to the Websites and Mobile Apps by users, and Company cannot therefore be responsible for that material's content, use or effects. By operating the Websites and Mobile Apps, Company does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from Technologically Harmful Content. The Websites and Mobile Apps may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Websites and Mobile Apps may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Company disclaims any responsibility for any harm resulting from the use by visitors/users of the websites and mobile apps, or from any downloading by those visitors/users of content there posted.

## 18. Security

You are solely responsible for the data provided by you to the Websites and Mobile Apps, including its accuracy and security. In the event Company becomes aware of a security breach, including the unauthorized access of your data, utilizing the Websites and Mobile Apps which is not deemed to be a breach initiating with you, then Company will provide notice to you and any applicable regulator of such a breach within the 72 hours after becoming aware

of such breach. Such notice may be provided by e-mail or letter sent by regular mail to the contact information placed on file with the Company, or otherwise in accordance with applicable law. Company is not responsible for any damages relating to the improper utilization of data or breach of security provisions.

## 19. Intellectual Property

This Agreement does not transfer from Company to you any Company or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Company. Any trademarks, service marks, graphics, business specific know-how and logos used in connection with the Websites and Mobile Apps may be the trademarks of Company or other third parties. Your use of the Websites and Mobile Apps grants you no right or license to reproduce or otherwise use any Company or third-party trademarks.

## 20. Termination

Company may terminate your access to all or any part of the Websites and Mobile Apps at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your account (if you have one), you may simply discontinue using the Websites and Mobile Apps. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## 21. Your Representations and Warranties; User Content

### A. General Representations and Warranties

You represent and warrant that (i) Your use of the Websites and Mobile Apps will be in strict accordance with Company's Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in Mauritius regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the Mauritius or the country in which you reside) and (ii) Your use of the Websites and Mobile Apps will not infringe or misappropriate the intellectual property rights of any third party.

### B. User Content; Additional Representations and Warranties

You retain all ownership rights in any content, information, or materials you post, submit, publish, display, or transmit on the Websites and Mobile Apps and/or to other users or other persons (collectively, "User Content"). You assume all duties and obligations with respect to and are solely responsible for compliance with the privacy laws governing any personal data contained in your user content to the Websites and Mobile Apps. In addition to and without limiting the foregoing, you represent and warrant that (i) all information, including any personally identifiable information, you upload to the Websites and Mobile Apps (the "Personal Data") has been obtained by you in compliance with all applicable privacy laws and regulations, and (ii) that you have obtained all required permission/consent to upload such Personal Data to the Websites and Mobile Apps and for Company to receive/process such Personal Data in accordance with this Agreement and the Privacy Policy. In addition to and without limiting any other indemnification rights under this Agreement, should any law or regulation be violated in



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relation to the Personal Data, and a third-party claim be asserted against Company, you shall be obligated to indemnify and hold Company harmless as set forth above in Section 7 of this Agreement. Unless otherwise specified, FirstStep.ai may use User's name, logo and marks (including marks on User Properties) to identify User as a FirstStep.ai User on FirstStep.ai's website and other marketing materials.

### C. Uploading Content

Whenever you make use of a feature that allows you to upload content to our Websites and Mobile Apps, or to make contact with other users, you must comply with the content standards as set out in this Terms of Use and warrant that you are the original creator and owner of such content.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our Website and Mobile Apps will be considered non-confidential and non-proprietary.

You retain all your ownership rights in your content, but you hereby grant us (and other users of our site) a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in Clause 21D below.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Website and Mobile Apps constitutes a violation of their intellectual property rights, or of their right to privacy. We also reserve the right to work with any law enforcement agencies in instances where the content of your images constitute a crime under the relevant laws of such a country.

We have the right to remove any posting you make on our Website and Mobile Apps if, in our opinion, your post does not comply with the content standards as set out in this Terms of Use.

You are solely responsible for securing and backing up your content.

We do not store terrorist or other illicit content.

### D. Rights given to us to use material you upload

When you upload or post content to our site, you grant us the following rights to use that content:

- A worldwide, non-exclusive royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and to perform that user-generated content in connection with the service provided by the website and across different media (including to promote the site or the service) forever;
- A worldwide, non-exclusive royalty-free, transferable licence for (other users, partners or advertisers) to use the content for their purposes

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## E. Licensing Restrictions within our Website and Mobile Apps

You agree that you will:

- Only use the App or Website Software within the permitted bounds of the License prescribed under the End User Agreement and may not use any of the App or Website Software outside of the App or Website unless expressly permitted to do so.
- except in the course of permitted sharing not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Website Content in any form, in whole or in part to any person without prior written consent from us;
- not copy the App or Website, Documentation or Website Software, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Website nor permit the App or the Website or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Website Software nor attempt to do any such things, except to the extent that such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program , and provided that the information obtained by you during such activities:
  - is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
  - is not used to create any software that is substantially similar in its expression to the App;
  - is kept secure; and
  - is used only for the Permitted Objective;

## F. Linking to our Website and Mobile Apps

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Website and Mobile Apps in any website that is not owned by you.

Our Website and Mobile Apps must not be framed on any other site, nor may you create a link to any part of our Website and Mobile Apps other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in this Agreement.

If you wish to link to or make any use of content on our Website and Mobile Apps other than set out above, please contact [legal@firststep.ai](mailto:legal@firststep.ai).

## **22. Compliance with Laws**

You represent and warrant that your use of the Websites and Mobile Apps complies with all applicable laws and regulations.

## **23. No Endorsement**

In no event shall any reference to any third party or third party product or third party service be construed as an approval or endorsement by us of that third party or of any product or service provided by such third party.

## **24. Communication**

You may opt-out of receiving any Company communications at any time by following the opt-out instructions in any such communication you have received and would like to opt-out of. You may also opt-out of receiving certain communications by managing your electronic communication preferences through your User Account (if applicable), or by contacting us at our Contact Information below.

## **25. Contact Information**

Any feedback, comments, requests for technical support, and other communications relating to the Websites and Mobile Apps should be directed to: [legal@firststep.ai](mailto:legal@firststep.ai)