

TERMS OF USE

Last Updated: June 12, 2025

1. SCOPE AND DEFINITIONS

These Terms of Use ("**Terms**") govern your access to and use of the Contist artificial intelligence platform ("**Platform**") provided by Contist, LLC ("**Company**," "**we**," or "**us**"). By accessing or using the Platform, you agree to be bound by these Terms. If you are using the Platform on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms.

In these Terms:

"**Platform**" refers to the software, algorithms, and AI models provided by the Company, including any updates, modifications, or enhancements thereto.

"**User**" or "**you**" refers to any individual or entity accessing or using the Platform.

"**Content**" refers to any data, information, text, images, audio, video, or other materials uploaded, downloaded, or created using the Platform.

2. ELIGIBILITY AND ACCOUNT CREATION

2.1 Age Requirement. You must be at least 18 years old or the age of majority in your jurisdiction, whichever is higher, to use the Platform.

2.2 Account Creation. To access the Platform, you must create an account by providing accurate and complete information, including your email address, full name, and password.

2.3 Account Responsibility. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to immediately notify the Company of any unauthorized use of your account or any other breach of security.

3. USER CONDUCT AND PROHIBITED ACTIVITIES

3.1 Acceptable Use. You agree to use the Platform only for lawful purposes and in compliance with these Terms and all applicable laws and regulations.

3.2 Prohibited Activities. You shall not use the Platform to:

- Engage in any illegal, fraudulent, or misleading activities;
- Infringe upon the intellectual property rights of others;
- Engage in hate speech, harassment, discrimination, or any conduct that violates the rights of others;

- Transmit spam, malicious code, or any content designed to disrupt or interfere with the Platform's functionality;
- Attempt to circumvent the Platform's security measures, authentication, or access restrictions;
- Scrape, crawl, or extract data from the Platform in an automated manner without prior written consent;

3.3 Content Responsibility. You are solely responsible for the Content you create, upload, or share using the Platform. The Company does not endorse or assume liability for any User Content.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Platform Ownership. The Platform, including its software, algorithms, and AI models, is the intellectual property of the Company and is protected by copyright, patent, trademark, and other intellectual property laws. Nothing in these Terms grants you any right, title, or interest in the Platform except for the limited right to use it in accordance with these Terms.

4.2 User-Generated Content. You retain ownership of the Content you create using the Platform but grant the Company a limited, non-exclusive license to store, process, and display such Content solely as necessary to provide and maintain the Platform services to you.

4.3 AI-Generated Output. Subject to your compliance with these Terms and payment of applicable fees, you are granted a non-exclusive license to use the output generated by the Platform based on your inputs or prompts for any lawful purpose. The Company retains all underlying intellectual property rights in the AI models, technology, and systems used to generate the output.

4.4 Additional IP Provisions.

You grant the Company a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use and incorporate any feedback, suggestions, or recommendations you provide regarding the Platform.

The Company will not use your Content to train, improve, or develop its AI models and algorithms by default. You may explicitly opt in to allow the Company to use your Content for AI training purposes by contacting us at privacy@contist.com. If you opt in, you represent and warrant that you have all necessary rights to grant such permission, and you acknowledge that any improvements or developments to the AI models derived from your Content shall be owned exclusively by the Company. You may opt in to having your Content used for AI training by contacting us at contactus@contist.ai.

5. PRIVACY AND DATA PROTECTION

5.1 Privacy Policy and Marketing Communications. The Company collects and processes personal data in accordance with its Privacy Policy, which is available at https://contist.ai/terms_and_privacy/contist_privacy.pdf. The Privacy Policy is incorporated into these Terms by reference. By providing your email address during account creation or while using the Platform, you acknowledge that we may send you service-related communications necessary for the operation and maintenance of your account. For marketing or promotional communications, we will obtain your explicit consent, and you may opt out of receiving such communications at any time by: (i) clicking the "unsubscribe" link in any marketing email, (ii) updating your email preferences in your account settings, or (iii) contacting us at contactus@contist.ai.

5.2 Data Collection and Use. By using the Platform, you acknowledge that we collect and process your data for the following purposes. For marketing communications, we require your separate, explicit consent:

- Providing, maintaining, and improving the Platform and its features;
- If you have explicitly opted in, training, developing, and enhancing the AI models and algorithms;

5.3 Data Sharing. The Company may share your personal data with the following:

Service providers who perform services on our behalf, such as hosting, data analysis, payment processing, customer service, and email marketing (for users who have explicitly opted in to marketing communications);

Third parties in an aggregated, anonymized, or de-identified form that cannot reasonably be used to identify you;

5.4 User Rights. Depending on your jurisdiction, you may have certain rights regarding your personal data, including:

- The right to access and obtain a copy of your personal data;
- The right to correct or update inaccurate or incomplete personal data, including your marketing preferences;
- The right to delete your personal data under certain circumstances;
- The right to data portability, allowing you to obtain and reuse your personal data for your own purposes;
- The right to object to the processing of your personal data under certain circumstances;

To exercise these rights or to change your marketing preferences, please contact us at contactus@contist.ai. We will process your request within 10 business days for marketing opt-outs and within 45 days for other privacy rights requests.

6. PAYMENT AND BILLING

6.1 Payment Model. The Platform offers both free and paid features. Access to certain advanced features or enhanced capabilities requires payment.

6.2 Billing Cycle. Subscriptions may be billed on a monthly or annual basis. Your subscription will automatically renew each month or year, respectively, unless cancelled.

6.3 Auto-Renewal. Your subscription will automatically renew at the end of each billing cycle unless you cancel it before the renewal date. We will send you a notification before each renewal.

6.4 Payment Methods. We accept the following payment methods: credit and debit cards[, PayPal].

6.5 Refund Policy. Refunds may be issued on a case-by-case basis at the Company's sole discretion. To request a refund, please contact us at contactus@contist.ai.

7. TERMINATION AND SUSPENSION

7.1 User Termination. You may terminate your account at any time by following the instructions provided on the Platform or by contacting us at contactus@contist.ai.

7.2 Company Termination. The Company reserves the right to terminate or suspend your account or access to the Platform, in whole or in part, at any time and for any reason, including but not limited to violation of these Terms, suspected illegal activity, or risk of harm to other users, third parties, or the Platform itself.

7.3 Effect of Termination. Upon termination of your account:

- Your access to the Platform will be revoked;
- Any ongoing subscriptions will be cancelled;
- The Company may delete your Content and data associated with your account; and
- Sections of these Terms that, by their nature, should survive termination will remain in effect, including but not limited to provisions concerning intellectual property, disclaimers, limitations of liability, and governing law.

8. LIMITATION OF LIABILITY

8.1 Disclaimer of Warranties. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COURSE OF PERFORMANCE. THE COMPANY DOES NOT WARRANT THAT THE PLATFORM WILL FUNCTION UNINTERRUPTED, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT

THE PLATFORM OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

8.2 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE PLATFORM, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 Cap on Liability. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, THE COMPANY'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE PLATFORM SHALL NOT EXCEED THE GREATER OF (I) THE AMOUNT PAID BY YOU TO THE COMPANY IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, OR (II) ONE HUNDRED DOLLARS (\$100). FOR FREE USERS, THE COMPANY'S MAXIMUM LIABILITY SHALL NOT EXCEED FIFTY DOLLARS (\$50).

9. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Company and its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from or relating to:

- Your access to or use of the Platform;
- Your Content;
- Your violation of these Terms;
- Your violation of any rights of another person or entity, including intellectual property rights or privacy rights; or
- Your violation of any applicable law, rule, or regulation.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

10.2 Arbitration Agreement. Except for claims that cannot be subject to binding arbitration under applicable law, including claims under the Americans with Disabilities Act (ADA) and California's Unruh Civil Rights Act, any dispute arising out of or relating to these Terms or the Platform shall be resolved through final and binding arbitration administered by JAMS under its Comprehensive Arbitration Rules and Procedures. The arbitration shall take place in California, but may be conducted remotely at your request.

The arbitrator shall have exclusive authority to resolve all disputes, including but not limited to any claim that all or part of these Terms are unenforceable. The arbitrator shall be empowered to grant any relief that would be available in court, including equitable relief. The arbitrator's award shall be final and binding, and may be entered as a judgment in any court of competent jurisdiction.

If you have a disability that prevents or limits your ability to participate in arbitration, we will work with you to provide reasonable accommodations. You may opt out of this arbitration agreement by sending written notice to contactus@contist.ai within 30 days of first accepting these Terms.

10.3 Class Action Waiver and Protected Rights. EXCEPT FOR CLAIMS THAT CANNOT BE WAIVED UNDER APPLICABLE LAW, INCLUDING CLAIMS UNDER THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT ("PAGA"), THE AMERICANS WITH DISABILITIES ACT ("ADA"), AND CALIFORNIA'S UNRUH CIVIL RIGHTS ACT, YOU AND THE COMPANY WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING. DISPUTES MAY NOT BE RESOLVED ON A CLASS-WIDE, COLLECTIVE, OR REPRESENTATIVE BASIS, WHETHER THROUGH ARBITRATION OR THROUGH COURT PROCEEDINGS. NOTHING IN THIS AGREEMENT SHALL LIMIT YOUR RIGHT TO: (1) FILE A CHARGE OR COMPLAINT WITH A GOVERNMENT AGENCY, INCLUDING THE DEPARTMENT OF JUSTICE OR THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION; (2) PARTICIPATE IN ANY INVESTIGATION OR PROCEEDING CONDUCTED BY SUCH AGENCY; OR (3) EXERCISE YOUR RIGHTS UNDER DISABILITY RIGHTS LAWS. THE COMPANY WILL NOT RETALIATE AGAINST YOU FOR EXERCISING YOUR RIGHTS UNDER THE ADA OR CALIFORNIA'S UNRUH CIVIL RIGHTS ACT.

11. MODIFICATIONS TO TERMS OF USE

11.1 Right to Modify. The Company reserves the right to modify these Terms at any time, at its sole discretion. If we make material changes to these Terms, we will notify you by email and through the Platform at least 30 days before such changes become effective, unless a shorter notice period is required by law or for security reasons. We will provide a comparison showing the changes made to the previous version.

11.2 Continued Use. Your continued use of the Platform after the effective date of the modified Terms constitutes your acceptance of the changes. If you do not agree to the modified Terms, you must stop using the Platform.

12. MISCELLANEOUS

12.1 Entire Agreement. These Terms, together with the Privacy Policy and any other legal notices published by the Company on the Platform, constitute the entire agreement between you and the Company regarding the Platform.

12.2 Severability. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12.3 Waiver. The failure of the Company to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision.

12.4 Assignment. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, without the Company's prior written consent. The Company may assign or transfer these Terms, in whole or in part, without restriction.

12.5 Contact Information and Marketing Communications. If you have any questions about these Terms, please contact us at contactus@contist.ai or visit our website at www.contist.ai. By providing your contact information, you agree that we may use it to send you marketing communications and promotional materials about our products and services, where permitted by applicable law. If you are located in the European Union or other jurisdictions requiring explicit consent, we will obtain your explicit consent before sending marketing communications. For all users, you can opt out of receiving marketing communications at any time by following the unsubscribe instructions in our communications or contacting us directly.

By using the Contist platform, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use.