

Mavia.ai Terms of Service

Overview

Hyperacuity.ai LLC is a US-based organization. We own and operate the website www.mavia.ai, along with other sites, and offer various online services. This includes our APIs, mobile apps, downloadable content, and any other products or services we might offer now or in the future. We call all these our "Services." The Services are hosted in the United States.

You're entering into a legal agreement with us, Hyperacuity.ai, when you use our Services. Whether you're just visiting our sites or actively using our Services, we'll refer to you as a "**User**" or collectively as "**Users**."

These Terms of Service, along with our [Mavia.ai Privacy Policy](#) and any additional Guidelines (as defined below) (collectively, the "Terms"), set the rules for your use of our Services. Our Privacy Policies explain what personal information we collect, plus how we handle and share that information.

You may contact Hyperacuity.ai with any questions or comments via contact@hyperacuity.ai

PLEASE READ THE FOLLOWING TERMS CAREFULLY. BY REGISTERING FOR, ACCESSING, BROWSING, OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND THAT YOU HAVE READ THE MAVIA.AI PRIVACY POLICY.

If you are a parent or legal guardian ("parent") and you provide consent for your child to register an account on the website, you agree to be bound by these terms in respect of such child's use of the services.

If you are school personnel (as defined below) and you register a student user (as defined below), you represent and warrant that you are authorized to enter into this agreement on behalf of your institution (as defined below), and you agree, on behalf of your institution, that the student user is bound by the terms, unless your institution has a separate written service agreement with Hyperacuity.ai that accepts these terms on behalf of student users.

PLEASE NOTE THAT THESE TERMS INCLUDE A BINDING ARBITRATION PROVISION, INCLUDING A CLASS ACTION WAIVER. BY AGREEING TO BINDING ARBITRATION, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, YOU WAIVE YOUR RIGHT TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE YOUR CASE. YOU ALSO WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR OTHER REPRESENTATIVE ACTION.

Eligibility

Access to our Services may be subject to restrictions based on the User's age and location, and certain features are limited to specific types of Users. By selecting a specific account type or feature, you confirm that you meet any applicable eligibility criteria. You are responsible for complying with the terms relevant to the account type and related features, which are addressed in the section titled "User Accounts" below and elsewhere in these Terms.

The services are not available to: (a) any users previously suspended or removed from the services by hyperacuity.ai, or (b) any persons under the age of 13 (or under the legal age of consent in your country) whose registration has not been approved by a parent (or, for school accounts, by school personnel as permitted under the terms).

By clicking the "Sign Up" or similarly labeled button or by otherwise using or registering an account for the Services, you represent that (i) you are a U.S. resident at least 13 years of age, or (ii) you are not a U.S. resident, and are of legal age of consent to open an account under the laws of your country of residence, or (iii) your use of the Services has been approved by your Parent, or by your school or teacher for school use (as explained in the section titled "School Use"). You also represent that you have not been previously suspended or removed from the Services by Hyperacuity.ai, and that your registration and your use of the Services is in compliance with any and all applicable laws.

User Accounts

Hyperacuity.ai offers website accounts designed for learners, parents and teachers through www.mavia.ai and related applications (such as the mavia.ai app for mobile devices and tablets). This section includes terms relevant to specific account types made available to specific Users, including learners, parents and teachers.

User Account Terms

User accounts and use of the standard features of the Services are governed exclusively by these Terms and the [Mavia.ai Privacy Policy](#). In order to use certain features of the Services, you must register for an account. You may be asked to provide a password in connection with your account. You are solely responsible for maintaining the confidentiality of your account and password, and you agree to accept responsibility for all activities that occur under your account or password. You agree that the information you provide to Mavia.ai, whether at registration or at any other time, will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. If you have reason to believe that your account is no longer secure (e.g., in the event of a loss, theft, or unauthorized disclosure or use of your account ID or password), then you agree to immediately notify

[Mavia.ai Support](#). You may be liable for the losses incurred by Hyperacuity.ai or others due to any unauthorized use of your account.

Learner Accounts; Child Users

Any User may register for an account as a learner. If you are under the age of 13 in the United States, or under the legal age of consent in your country, then you are a "**Child User**", and you may not create an account for the Services without consent and approval from your Parent, or from your school as explained in the section titled "School Use". If you are under the age of 18 (or under the legal age of majority in your country), you represent that your Parent has reviewed and agreed to the Terms on your behalf. Except for accounts created for School Use as defined in the section titled "School Use", Child Users that begin the registration process without a Parent User (as defined below) may have the registration process restricted until a Parent approves or assumes responsibility for the Child User account. A Child User may use the Services if registered through certain educational organizations or, in certain cases, by School Personnel that have entered into a relationship directly with Mavia.ai, so long as the education organization has obtained Parent consent, or has complied with an exemption to parental consent requirements under applicable law. A Child User will only be permitted to use the Services for so long as Mavia.ai reasonably believes that such access has been consented to by the Child User's Parent, or by School Consent (as discussed in the section titled "School Use").

Parent Accounts

If you are at least 18 years of age and you are the Parent of a child that seeks to register as a Child User of the Services, you may register for a parent account on the website ("**Parent User**"). For the purposes of these Terms, "**parental consent**" refers to a Parent providing consent for their Child User. Through a Parent User account, you may create, register, manage and approve Child User accounts only for your own child(ren) or child(ren) for whom you are a legal guardian. IF YOU REGISTER, APPROVE OR CONSENT TO THE REGISTRATION OF, OR OTHERWISE ASSUME RESPONSIBILITY FOR ANY CHILD USER, YOU REPRESENT AND WARRANT THAT YOU ARE SUCH CHILD USER'S PARENT AND YOU AGREE TO BE BOUND BY THE TERMS ON BEHALF OF SUCH CHILD USER, INCLUDING WITHOUT LIMITATION BEING LIABLE FOR ALL USE OF THE SERVICES BY YOUR CHILD USER. You are responsible for educating your Child User on responsible use of the Services, including Prohibited Conduct (as described in "Prohibited Conduct" section below) and refraining from submitting any personally identifiable information to the Services. It is your responsibility to monitor and manage your child's access to the Services. If you request access for your Child User, then your Child User will be considered an authorized User and you are responsible for their actions (and use of) the Services. You acknowledge that Hyperacuity.ai may choose, but is not obligated, to make any inquiries, either directly or through third parties, that Hyperacuity.ai deems necessary to validate your registration information, or registration information associated with a Child User account, including without limitation engaging third parties to provide verification services. Hyperacuity.ai reserves all rights to take legal actions against

anyone who misrepresents personal information or is otherwise untruthful about their identity. NOTWITHSTANDING THE FOREGOING, YOU ACKNOWLEDGE THAT HYPERACUITY.AI CANNOT GUARANTEE THE ACCURACY OF ANY INFORMATION SUBMITTED BY ANY USER AND HYPERACUITY.AI IS NOT OBLIGATED TO VERIFY THE IDENTITY OF ANY USER, INCLUDING ANY USER'S CLAIM TO BE A PARENT USER, OR TO VERIFY THAT A PARENT IDENTIFIED BY A CHILD USER OR OTHER PARTY DURING REGISTRATION IS SUCH CHILD USER'S ACTUAL PARENT OR LEGAL GUARDIAN. A Parent User account, along with all associated Child User accounts, may be terminated by Hyperacuity.ai at any time and without warning for any failure to abide by these Terms.

Teacher Accounts

The Services include certain features and tools designed for use by teachers. Persons over the age of 18 (or the age of majority in the jurisdiction in which you reside) who are employed in an official capacity as a school teacher (or other School Personnel as defined below) may register for a teacher account on the website. By signing up for a teacher account, you represent that you meet the foregoing eligibility criteria. Additional terms relating to use of our Services in the classroom are included in the section titled "School Use" and the section titled "Specific Account Functionality").

Study Partners

In the future, Mavia.ai retains the rights to make available certain features and tools that allow Users to add "Study Partners" to their account.

Such features would allow any User to give another User, such as a tutor, friend or family member, the ability to view the activity in their Mavia.ai account in order to provide them with tutoring or other help on Mavia.ai. In these Terms, we refer to any User that you connect to your Mavia.ai account (other than School Personnel and Parent Users, who have different account permissions) as a "**Study Partner**". A Parent User associated with a Child User can disable the partnering feature upon account creation, or in the Child's User's account settings.

If you are a "Study Partner", the following provisions apply to you. You may use Mavia.ai features and tools only for purposes of providing tutoring, coaching or other education-related assistance to a User that already has a Mavia.ai account. STUDY PARTNERS ARE NOT PERMITTED TO CREATE OR REGISTER ACCOUNTS FOR ANY OTHER USER. In order to begin a study partnership, the student or other User you wish to work with must: (i) either have a pre-existing Mavia.ai account on the Services, or (ii) must establish a Mavia.ai account pursuant to these Terms. As a Study Partner, you are not allowed to create (or register) an account for someone else. YOU UNDERSTAND THAT REGISTRATION OF A PERSONAL ACCOUNT BY OR FOR A CHILD USER REQUIRES CONSENT FROM SUCH USER'S PARENT. OTHERS MAY NOT PROVIDE THIS CONSENT DIRECTLY OR ON BEHALF OF THE

PARENT. You must use the Services and the website in compliance with all applicable laws, rules, and regulations.

School Use

Mavia.ai may make available certain features and tools designed for use by teachers, school leaders, aides, principals, school administrators, school district administrators, or other similar school personnel ("**School Personnel**"), including productivity tools for independent use by School Personnel and features and tools that enable School Personnel to work with Students and other Users through the Services in order to provide such students with tutorial, educational and other education-related services as part of the school's curriculum, and to review and evaluate educational achievement and progress of such Students. If you are School Personnel accessing the Services on behalf of a school, school district, or other similar educational institution (an "**Institution**"), the following terms apply to you:

Limitations on Use

The Services and website are provided to you for educational purposes as part of the school curriculum. You must use the Services and the website in compliance with all applicable laws, rules, and regulations. You are responsible for determining (and confirming) that your use of the Services and the website is permitted by your Institution and any applicable policies, including any school district and school policies. You acknowledge that our website and Services are provided as an educational aid and not as a substitute for your professional judgement in assessing student performance.

Responsibility for Consent and Notices

You and/or the Institution assume responsibility for obtaining any consents required from Parents, and for providing appropriate disclosures to Student Users and their Parents regarding Student use of the Services, our Terms, and our Privacy Policy. You agree to be bound by these Terms on behalf of the Student User, for so long as the Student User account is not transferred to or assumed by a valid Parent User account or personal account for a Student of eligible age. IF YOU ARE SCHOOL PERSONNEL AND YOU REGISTER AN ACCOUNT FOR A CHILD USER OR OTHER STUDENT FOR SCHOOL USE (EACH, A "**STUDENT**" OR "**STUDENT USER**") OR DIRECT A STUDENT USER TO CREATE AN ACCOUNT FOR SCHOOL USE, YOU REPRESENT AND WARRANT THAT YOU HAVE EITHER RECEIVED EXPRESS CONSENT FROM SUCH STUDENT USER'S PARENT FOR REGISTRATION OF THE STUDENT USER AND DISCLOSURE OF RELATED INFORMATION TO MAVIA.AI OR THAT YOU (OR YOUR INSTITUTION) HAVE COMPLIED AND WILL COMPLY WITH ALL APPLICABLE REQUIREMENTS OF AN EXEMPTION FROM OR EXCEPTION TO PARENTAL CONSENT REQUIREMENTS (IF ONE IS AVAILABLE), NECESSARY FOR YOU TO REGISTER THE STUDENT USER FOR AN ACCOUNT ON THE WEBSITE AND, TO THE EXTENT NEEDED UNDER APPLICABLE LAWS, CONSENT TO MAVIA.AI'S USE OF INFORMATION YOU OR

YOUR USERS DISCLOSE IN CONNECTION WITH THE REGISTRATION OF SUCH STUDENT USER AND USE OF THE SERVICES. Hyperacuity.ai reserves the right to request, at any time, that School Personnel (or the Institution) provide records of notice provided to, and consent provided by, Parents .

If you are using our Services for School Use in the United States, you agree, individually and on behalf of the Institution, that:

(i) You shall comply with and provide any notices and obtain any consent required under the Family Educational Rights and Privacy Act and the U.S. Department of Education's implementing regulations at 34 CFR Part 99 (collectively, "**FERPA**"), the Children's Online Privacy Protection Act of 1998, as amended ("**COPPA**") and all other applicable laws, rules or regulations concerning the collection, use, and disclosure of personally identifiable information about Users in your Institution (collectively, "**Applicable Privacy Law**"), including providing disclosures to students registered and authorized to use Mavia.ai for school use ("**Students**" or "**Student Users**") and their Parents regarding Student use of the Services, our Terms, and our Privacy Policy, and obtaining any consents required from Parents to extent required under COPPA FERPA, or other Applicable Privacy Law.

(ii) You will remain responsible for complying with all parental notice requirements and parental requests regarding collection, use and disclosure of Student's personal information. We refer to this as "**School Consent**". If a Parent does not consent or rescinds School Consent, School Personnel or the Institution shall immediately notify Mavia.ai to discontinue that Student's access to the Services and ensure that such Student's information is no longer accessible through the Services. Under no circumstances will Mavia.ai or the parent company Hyperacuity.ai be liable for the School Personnel's failure to consult their school's authorities and administrators or for failing to obtain School Consent when required.

School Accounts

Students and School Personnel may have personal accounts, in addition to accounts established for use in the classroom and associated with the Institution's use of the Services ("**School Accounts**"). If the Institution has a separate written service agreement with Mavia.ai that includes rostering services for your Institution, accounts provided for classroom use will be designated as School Accounts. In other cases, in order for accounts established for use in the classroom to be designated as "School Accounts," the accounts must be (1) created by School Personnel (for example, when a teacher creates the user name, login and password to establish School Accounts, or when the teacher rosters a class using Google Classroom or similar Integrated Service (to the extent we support use of such Integrated Service)), or (2) created by a Student User at the direction of School Personnel, in each case, using a school email address and associated with a school's class on the Service. User accounts created with a personal email address will not be considered School Accounts, and will be administered as personal accounts. If you have questions about how to create School Accounts that are associated with a school's class on the Service, please [contact our customer support team](#).

If you are School Personnel and you choose to allow your Students to log in on the Services using an Integrated Service, such as Google Accounts or other similar services (to the extent we support use of such Integrated Service), you are responsible for educating your Students on the proper use of Integrated Services and protecting their accounts. See the section titled “Integrated Services” for more.

To the extent Students use Linked Accounts referred to in the section titled “Linked Accounts”, you will obtain any consent required for such Linked Accounts for class use.

Mavia.ai and/or its parent company Hyperacuity.ai may enter into supplemental written agreements with school districts or similar education agencies with respect to use of the Services on a district-wide basis ("**District Agreements**"). Pursuant to District Agreements, we may provide additional services to school districts, and/or may provide additional undertakings to school districts with respect to the Services. Except as otherwise provided in a District Agreement, these Terms remain in effect for all individual Users of the Services in the relevant district.

International Use

This section includes additional terms that apply to Users that habitually reside outside the United States of America, or international Users. Certain content or features may not be available in all regions, or may be available in the English language only. In addition to these terms, use of the Services outside the United States may be subject to applicable region-specific Guidelines or supplemental terms, which apply in addition to these Terms and take precedence over these Terms in the event of a conflict.

You agree to comply with and are solely responsible for ensuring compliance with all local laws, regulations, and rules in the jurisdiction in which you reside or access the Services, if and to the extent local laws are applicable to use of our Services. If you are under the age of 18 (or under the age of majority in the jurisdiction in which you reside), you confirm that you have received parental consent, if required in your jurisdiction, to open an account for Services and enter into these Terms, and that your Parent has approved these terms on your behalf. Where Parent consent is required (including but limited to use within an Institution), it must be provided by a Parent or other person authorized to provide parent consent under the laws of your jurisdiction. Unless we have entered into a separate, mutually executed written agreement with you that says otherwise, we do not represent that our Services are appropriate or available for use in jurisdictions outside the United States. The right to access and use the Services is not granted in jurisdictions, if any, where it may be prohibited, or where your use would render Mavia.ai in violation of any applicable laws or regulations, including without limitation, Applicable Privacy Law.

Mavia.ai operates the Services in the United States. If you choose to access our Services from locations outside the United States, you acknowledge and understand that Mavia.ai collects,

transmits, uses, stores and processes content and data (including your personal information) in the United States.

If you habitually reside outside the United States of America, you may have additional or different rights under applicable laws. For example, if you habitually reside in the European Union, the United Kingdom, or Australia, mandatory statutory consumer protection regulations in your country of residence may contain protections that are more beneficial for you. Where this is the case, statutory protections provided to you under the applicable laws of your jurisdiction of habitual residence shall apply to you, irrespective of the choice of California law in our Terms or any conflicting provision of these Terms. Specifically, you may have additional or different rights under local law regarding resolution of Disputes (as defined in the section titled “Miscellaneous” below). You may have a right to file a Dispute before the competent court of your place of habitual residence or through a competent alternative dispute resolution mechanism such as the European Union’s [Online Dispute Resolution Platform](#) or any mechanism it may be replaced by in the future. To the extent required by applicable law, the binding arbitration clause of our Terms will not apply and any proceeding to enforce these Terms against you as a consumer must be brought in the courts of the jurisdiction in your habitual residence. In addition, contractual limitations of liability may be disregarded under applicable consumer rights laws in some jurisdictions, including in the European Union. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded. Additionally, in certain jurisdictions, you may have the right to reasonable notice of actions we may take with respect to your account, or a right to appeal certain decisions that we may make impacting your use of our Services.

You agree that you will not use, export, re-export, or re-transfer the Services except as authorized by the laws and regulations of the United States and any other applicable jurisdiction. Except as permitted by U.S. laws, the Services may not be exported, re-exported, or re-transferred to (i) any jurisdiction subject to comprehensive economic sanctions or trade embargoes enforced or administered by the United States or (ii) any person appearing on a restricted party list administered or enforced by the United States government, including, but not limited to, the United States Department of the Treasury’s List of Specially Designated Nationals and Blocked Persons and the United States Department of Commerce’s Entity List or Denied Persons List (collectively, “**Restricted Parties**”). By using the Services, you represent and warrant that you are not a Restricted Party and you are not using the Services in violation of any U.S. export embargo, prohibition or restriction.

User Content

User Content and Ownership

The Services include features that allow Users to (a) post and/or publish questions, comments, notes (collectively, “**User Postings**”) and provide input to AI chatbot (“**Input**”), and receive output generated and returned by the chatbot based on the Input (“**Output**”) (together the Input and Output form “**AI Content**”) (together User Postings and AI Content form “**User Content**”). You understand that whether or not such User Content is published, Mavia.ai does not guarantee any confidentiality with respect to any User Content submissions. Consistent with Applicable Law, as between Mavia.ai and you, you retain all ownership rights you have in any User Content you post or publish to the Services, and Mavia.ai or the parent company Hyperacuity.ai do not claim any ownership rights in or to such User Content.

You acknowledge that you are solely responsible for your User Content and the consequences of posting, creating, or publishing such User Content.

License Grant to Mavia.ai

By posting, submitting or distributing User Content on or through the Services, you hereby grant to Mavia.ai and the parent company Hyperacuity.ai a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free right and license to (a) host, transfer, display, perform, reproduce, distribute, prepare derivative works of, use, make, have made, import, and otherwise use your User Content, in whole or in part, in any media formats and through any media channels (now known or hereafter developed, to the extent consistent with Applicable Law and Mavia.ai’s [Privacy Policy](#)). Such a license is perpetual and irrevocable, except to the extent required to comply with Applicable Privacy Law relating to ownership and control of your personal information, including education records. With respect to School Accounts, consistent with Applicable Privacy Law, as between Mavia.ai and the parent company Hyperacuity.ai and you, you (or your school, as applicable) retain all ownership rights you have in any User Content to the extent such content is an education record.

Without limiting our rights otherwise set forth in these Terms, by using the AI chatbot, you hereby grant us a worldwide, non-exclusive, irrevocable, transferable, royalty-free, fully paid-up, sub-licensable (through multiple-tiers) license to access, use, modify, display, publicly perform, distribute, copy, create derivatives from (including derivative works of) and process any and all Inputs and Outputs (including any intellectual property contained therein or embodied thereby) to provide our Services to you and your authorized Users and to develop and improve the AI chatbot capabilities for all Users.

License Grant to Users

By posting, submitting or distributing User Postings through the Services, you hereby grant to each User of the Services a non-exclusive license to access and use your User Postings in any manner permitted or made available by Hyperacuity.ai on or through the Services.

The Services may permit you to download mobile applications or certain digital educational content ("**Downloadable Content**"). Subject to your complete and ongoing compliance with all the terms and conditions set forth herein, Hyperacuity.ai grants you, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to download, install, view and use the Downloadable Content, on devices owned or controlled by you, **solely for your personal, non-commercial purposes**. You agree not to (i) modify or create derivative works of the Downloadable Content (ii) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management, technical limitations or security features in or protecting the Downloadable Content, and (iii) remove any copyright and other proprietary notices on the Downloadable Content and all copies thereof.

Access to Your User Content

Mavia.ai may permit Users to share their User Content with a select group of other Users, or make their User Content public for all to view. You acknowledge and agree that, although Mavia.ai may provide certain features intended to allow you to restrict some User Content you create from others, Mavia.ai does not guarantee that such User Content will never be accessible by others. In the event of unauthorized access, Mavia.ai will use reasonable efforts to notify you pursuant to the notices outlined in the section titled "Miscellaneous" below. MAVIA.AI AND ITS PARENT COMPANY HYPERACUITY.AI HEREBY DISCLAIM ANY AND ALL LIABILITY WITH RESPECT TO ANY UNAUTHORIZED ACCESS TO ANY RESTRICTED USER CONTENT.

User Content Disclaimer

You understand that when using the Services you will be exposed to User Content from a variety of sources, and that Mavia.ai is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such User Content. You further understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Mavia.ai with respect thereto. Mavia.ai does not endorse any User Content or any opinion, recommendation or advice expressed therein, and Mavia.ai and its parent company Hyperacuity.ai expressly disclaim any and all liability in connection with User Content.

Feedback

We encourage and welcome your feedback on our Services, including Pilot programs, Trials and Betas. By submitting suggestions or other feedback related to our Services to us, you agree that we can (but do not have to) use and share such feedback for any purpose without compensation to you. We will honor any limits we agree to at the time we collect feedback. You may identify errors or bugs, provide suggestions on the user experience, and offer other ideas, suggestions, guidance, or other information related to our Services. You and your authorized Users may provide Feedback within the Service. We may solicit Feedback from you and your authorized Users, via surveys, interviews, observations, or other interactions. Participation in surveys and interviews is optional. You understand that you will not receive any compensation for your feedback or suggestions. You grant us a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate your feedback into our Services or to develop new features and services.

Digital Millennium Copyright Act

It is Mavia.AI's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act. Hyperacuity.AI will promptly terminate without notice your access to the Services if you are determined by Mavia.AI to be a "repeat infringer." A repeat infringer is a User who has been notified by Mavia.AI of infringing activity violations more than twice and/or who has had User Content or any other user-submitted content removed from the Services more than twice.

Proprietary Materials & Beta Features

The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), software, services, content, educational videos and exercises, training materials, professional learning resources, and all other elements of the Services (the "**Services Materials**") are protected by United States and international laws, international conventions, and other applicable laws governing intellectual property and proprietary rights. All Services Materials, and all trademarks, service marks, and trade names, contained on or available through the Services are owned by or licensed to Hyperacuity.ai (including User Content provided to and owned by Users), and Mavia.ai reserves all rights therein and thereto not expressly granted by these Terms.

Mavia.ai may offer pilot programs (each a "**Pilot**" or "**Trial**") or permit you and your authorized Users to access pre-release Services that are under development, prototype or experimental features ("**Betas**"). Pilots and Betas may be offered as part of pilot program terms or for limited periods.

You acknowledge that (a) participation in a Pilot or use of Betas may allow you and your authorized Users to access such Pilot or Betas on a preview basis (including before it is made generally available on the website or included in Mavia.ai's general service offerings); (b) Mavia.ai may still be testing, evaluating and improving Betas, including by collecting User and authorized User feedback, or for evaluation; as such, Betas are offered "as-is"; (c) participation in a Pilot or use of Betas is subject to these Terms and any additional terms Mavia.ai may specify; (d) Betas are still under development, may be inoperable or incomplete and are likely to contain errors or bugs; (e) Betas may never become generally available; (f) Mavia.ai may charge a fee for use of Pilots or Betas, with notice to authorized Users; (g) Mavia.ai does not commit to maintaining any Trials, Betas and may change or remove Betas at any time; (h) Mavia.ai is not obligated to provide support for Trials, Pilots or Betas; and (i) Mavia is not responsible for authorized User's reliance on Pilots or Betas. Authorized Users may stop use of Pilots and Betas at any time.

Mavia.ai reserves the right to select participants, modify terms of participation, suspend access to the Pilots or Betas, or terminate the Trial, Pilot or Beta at any time, unless otherwise specified in the terms for a specific Pilot, to the full extent permitted by applicable law. If you accept the invitation to receive access to a Pilot or Beta, or otherwise use Beta features, you represent and warrant that you meet any criteria for participating in the Pilot or Beta ("**Eligibility**").

YOU ACKNOWLEDGE AND AGREE THAT PILOTS AND BETAS MAY FUNCTION FOR A LIMITED PERIOD OF TIME, HAVE LIMITED FEATURES, MAY MAKE ERRORS, AND HAVE OTHER LIMITATIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, MAVIA.AI IS PROVIDING PILOTS AND BETAS "AS IS", AND MAVIA.AI DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT, LIABILITIES, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND. IN THE EVENT OF A CONFLICT BETWEEN THIS SECTION AND ANY OTHER TERMS, THIS SECTION WILL SUPERSEDE SUCH TERMS WITH RESPECT TO TRIALS, PILOTS AND BETAS.

Licensed Educational Content

Mavia.ai may make available on the Services certain educational videos, exercises, and related supplementary materials that are owned by Mavia.ai or its third party licensors (the "**Licensed Educational Content**"). Mavia.ai grants to you a non-exclusive, non-transferable right to access and use the Licensed Educational Content as made available on the Services by Mavia.ai solely for your personal, non-commercial purposes. Unless expressly indicated on the Services that a particular item of Licensed Educational Content is made available to Users under alternate license terms, you may not download, distribute, sell, lease, modify, or otherwise provide access to the Licensed Educational Content to any third party.

In certain cases, Mavia.ai or its licensors may make available Licensed Educational Content under alternate license terms, such as a variant of the Creative Commons License (as defined below) (each, an “**Alternate License**”). Where expressly indicated as such on the Services, and subject to the terms and conditions of these Terms, the applicable Licensed Educational Content is licensed to you under the terms of the Alternate License. By using, downloading, or otherwise accessing such Licensed Educational Content, you agree to comply fully with all the terms and conditions of such Alternate License.

Unless expressly otherwise identified on the Services with respect to a particular item of Licensed Educational Content, any reference to the “Creative Commons”, “CC” or similarly-phrased license shall be deemed to be a reference to the [Creative Commons Attribution-NonCommercial-ShareAlike 4.0 License](#) (the “**Creative Commons License**”).

Non-Commercial Use

The Licensed Educational Content and Licensed Educational Code are intended for personal, non-commercial use only. Without limiting the foregoing, and notwithstanding the terms of any Alternate License for such Licensed Educational Content, the Licensed Educational Content may not be used, distributed or otherwise exploited for any commercial purpose, commercial advantage or private monetary compensation, unless otherwise previously agreed in writing by Mavia.ai.

Without limiting the generality of the foregoing, the following are types of uses that Mavia.ai expressly defines as falling outside of “non-commercial” use:

- the sale or rental of (1) any part of the Licensed Educational Content, (2) any derivative works based at least in part on the Licensed Educational Content, or (3) any collective work that includes any part of the Licensed Educational Content;
- providing training, support, or editorial services that use or reference the Licensed Educational Content in exchange for a fee; and
- the sale of advertisements, sponsorships, or promotions placed on the Licensed Educational Content, or any part thereof, or the sale of advertisements, sponsorships, or promotions on any website or blog containing any part of the Licensed Educational Material, including without limitation any “pop-up advertisements”.
- Use Characterization. Whether a particular use of the Licensed Educational Content is “non-commercial” depends on the use, not the user. Thus, a use of the Licensed Educational Content that does not require that users pay fees and that does not provide an entity with a commercial advantage is “non-commercial,” even if this use is by a commercial entity. Conversely, any use that involves charging users in connection with their access to the Licensed Educational Content is not “non-commercial,” even if this use is by a non-profit entity. As an

example, a for-profit corporation's use of the Licensed Educational Content for internal professional development or training of employees is permitted, so long as the corporation charges no fees, directly or indirectly, for such use. Conversely, as another example, a non-profit entity's use of the Licensed Educational Content in connection with an fee-based training or educational program is NOT "non-commercial" and is not permitted.

If you distribute, publicly perform or display, transmit, publish, or otherwise make available any Licensed Educational Content or any derivative works thereof, you must also provide the following notice prominently along with such Licensed Educational Content or derivative work thereof: "This content is made possible by www.mavia.ai".

Prohibited Conduct

YOU AGREE NOT TO:

- use any portion of the Services, website, or access to the Services or website to reproduce, duplicate, copy sell, resell or otherwise exploit, for any commercial use or purpose unless expressly permitted by Mavia.ai in writing, it being understood that the Services and related services are intended for personal, non-commercial use only;
- except as expressly permitted under the sections "License Grant to Users" and "Proprietary Materials & Beta Features" of these Terms, rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses for any Services Materials;
- post, upload, generate, promote, or distribute any defamatory, discriminatory (including discriminatory references about religion, race, sexual orientation, gender, nationality, or ethnic origin), libelous, or inaccurate User Content or other content;
- post, upload, generate, promote, glorify, or distribute any User Content or other content or related activities that is unlawful or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, sexually explicit, harassing, threatening, embarrassing, distressing, invasive of another's privacy, vulgar, hateful, hate speech, promoting of violence, self-harm, harm to others (individuals, society or organizations), hostility, misleading political speech or electoral or political campaign materials, false or misleading content, misinformation, malware, content intended to cause harm, or otherwise inappropriate;
- use the Services in any manner that is harmful to minors, or in any manner that violates Mavia.AI's guidelines;
- impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Services accounts of others without permission, create accounts via bots or other

automated means, mislead any person regarding whether Output generated by or through use of the Services is human-generated, or perform any other fraudulent activity;

- use the Services to commit any act of educational or academic dishonesty;
- develop, support or use software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins and add-ons, or any other technology) to scrape the Services or otherwise copy lessons or other data from the Services;
- use the Services or the website, or any content, data, output, or other information received, derived, or otherwise harvested therefrom, to develop, create, train, fine-tune, test, align, or otherwise improve any machine learning algorithms or artificial intelligence models, whether directly or indirectly and whether for yourself or a third party;
- delete (or otherwise obscure or alter) the copyright or other proprietary rights notices on the Services or on any Licensed Educational Content, Licensed Educational Code, or User Content;
- assert, or authorize, assist, or encourage any third party to assert, against Mavia.ai or any of its affiliates or licensors any patent infringement or other intellectual property infringement claim regarding any Licensed Educational Content, Licensed Educational Code, or User Content you have used, submitted, or otherwise made available on or through the Services;
- make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the Services (including, but not limited to, unsolicited advertising, promotional materials, political campaign materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures);
- use the Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;
- defame, harass, bully, abuse, threaten, or defraud Users of the Services, or collect, or attempt to collect, personal information about Users or third parties without their consent;
- probe, scan, remove, circumvent, disable, damage, or otherwise interfere with or test the vulnerability of security-related features of the Services, Licensed Educational Content, Licensed Educational Code, or User Content, features that prevent or restrict use or copying of any content accessible through the Services, or features that enforce limitations on the use of the Services, Licensed Educational Content, Licensed Educational Code, or User Content, or otherwise access, tamper with, or use non-public portions of the Services without our authorization;

- reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law (in which case you must [contact Mavia.ai](#) to give notice of the proposed activity and discuss alternative means to obtain the desired information from Mavia.ai) notwithstanding this limitation;
- modify, adapt, translate or create derivative works based upon the Services or any part thereof, except and only to the extent expressly permitted by Mavia.ai herein or to the extent the foregoing restriction is expressly prohibited by applicable law (in which case you must [contact Mavia.ai](#) to give notice of the proposed activity and discuss whether Mavia.ai is willing to provide the desired derivative works); or
- intentionally interfere with or damage operation of the Services or any User's enjoyment of it, by any means, including without limitation by participation in any denial-of-service type attacks, any prompt injection attack, AI model jailbreak, or other attempt to interfere with intended functionality of the Services, or by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

Specific Account Functionality

This section includes additional terms relevant to specific features or account functionality. Certain features and services may be limited by geographic restrictions and to Users who meet specific eligibility criteria relevant to the features and functionality offered. Supplemental terms and conditions may apply.

Mavia.ai may permit you to register for the Services through, or otherwise associate your Mavia.ai account with, certain third party social networking or integrated services, such as Facebook Connect and Google ("**Integrated Service**"). By registering for the Services using (or otherwise granting access to) an Integrated Service, you agree that Mavia.ai may access your Integrated Services' account information, and may store and use certain information already associated with the Integrated Service consistent with our [Privacy Policy](#), and you agree to any and all terms and conditions of the Integrated Service regarding your use of the Services via the Integrated Service. You may revoke Mavia.ai's access to your account on any Integrated Service at any time by updating the appropriate account settings of the respective Integrated Service. You should check your account settings on each Integration Service to understand the information sent to us through each Integration Service, and any changes you can make in those account settings. You agree that you are solely responsible for your interactions with the Integrated Service as a result of accessing the Services through the Integrated Service. Mavia.ai does not control the practices of Integrated Services, and you are advised to read the privacy policy and terms and conditions of any Integrated Service that you use to understand their practices.

Mavia.ai may permit a User to associate a personal account with their School Account, by using the login credentials associated with a personal account to join a class or use the account for school-directed learning. If a User chooses to associate a personal account with their School Account, the two accounts will be deemed "Linked" Accounts, and the User's learning activity (information regarding use of the Services generated by the User through use of the Services), whether generated during or outside of the school use, may be viewed by any person with access to either account. "Linked" Accounts are not separately functioning accounts; they permit access to a singular Mavia.ai account using more than one account interface or set of access credentials. Linked Accounts may benefit Students who want to use the Services for both personal and school purposes, by allowing School Personnel to have a deeper understanding of Student progress, and by allowing Users to keep track of all of their Mavia.ai learning activity on an aggregate basis. The User's election to enable account linking must be made, if at all, in connection with the initial account registration and rostering process for a given school year. Once accounts are linked, they cannot be separated. Mavia.ai may (but is not required to) enable linking of accounts as described herein. Upon any termination of the School Account by authorized School Personnel, the User's learning activity (including any learning activity from school use) will be retained in any Linked personal account.

You (and your authorized Users) may provide input (including summary, text, instructions, or other content you make available) to any Mavia.ai chatbot ("**Input**"), and receive output generated and/or provided by Mavia.ai chatbot based on the Input ("**Output**"). Input and Output are collectively "**AI Content**". AI Content is subject to the terms applicable to User Content set forth in the section titled "User Content". For clarity, AI Content constitutes User Content. You acknowledge that due to the nature of machine learning, Output may not be unique, and the chatbot may generate the same or similar output for you or your authorized Users as it provides to other Users. For clarity, Outputs for other Users are not considered your (or your authorized Users') User Content. You also acknowledge and agree that any Outputs may not be protectable under copyright or other intellectual property, proprietary, or other law. We make no warranties or representations, express or implied, that Outputs are protectable under any law. Without limiting these Terms, you are solely responsible for the Input that you and your authorized Users provide and for the use of Output by you and your authorized Users, including for ensuring that you or they have rights to submit the Input and that use of Input does not infringe upon the intellectual property rights of others or violate any applicable law or these terms.

Mavia.ai reserves the right, but does not have any obligation, in the exercise of its reasonable judgement, to determine whether any AI Content violates our conduct terms, and can refuse, remove, or edit such AI Content, and may remove access to any relevant AI feature at any time to the full extent permitted by applicable law, for non-compliance with these Terms.

Use of AI-Enabled Features is subject to these Terms and any additional posted Guidelines we provide. It is your obligation to educate yourself and your authorized Users, as may be applicable, on responsible use of AI in general. We strongly encourage you to require authorized Users to review any relevant guidelines. For instance, authorized Users should be aware that

AI-Enabled Features may make mistakes when asked free-form questions outside of the curriculum defined by Mavia.ai and the authorized User needs to fact check the Output generated in response to such inquiries.

School Personnel should apply their judgment and discretion, and their school policies regarding use of AI and their activities (including but not limited to essay features, if applicable) and should not rely solely (nor predominantly) on a feature for student assessment or evaluation purposes or to otherwise make decisions about a Student or School Personnel.

Any use of AI-Enabled Features by persons under age 18 must be supervised by an authorized adult User (their Parent, teacher or other School Personnel). The supervising adult User will be responsible for educating Students or minors under their supervision on responsible use of AI, including refraining from submitting any personally identifiable information in Input submitted to the AI, and avoidance of plagiarism. Supervising teachers or School Personnel will be responsible for approving Student use of AI capabilities, and we strongly recommend adult oversight. School Personnel will ensure that Student use of AI features is limited to features intended for class use, and that each account held by a Student or minor with access to these features is associated with an account held by an authorized teacher or other School Personnel.

AI features enable Users to interact with a “large language model” (commonly referred to as an “**LLM**”), an AI tool developed and maintained by one or more third-party LLM developers. **YOU ARE ADVISED NOT TO (AND YOU MUST INSTRUCT YOUR AUTHORIZED USERS NOT TO) INCLUDE ANY PROPRIETARY OR PERSONALLY IDENTIFIABLE INFORMATION IN INPUTS SUBMITTED TO ANY AI FEATURE.**

AI features are intended for personal use and not to generate content for publication. You and your authorized Users may choose to share AI Content the User generates for any legal, personal, non-commercial purpose, under the following conditions: (i) the role of AI in formulating the content is clearly and prominently disclosed; (ii) the content is attributed to the authorized User by name, or your organization; (iii) topics of the content do not violate our terms; and (iv) the authorized User directly reviews the AI Content to ensure compliance with these Terms. We ask that you and your authorized Users refrain from sharing Outputs that may offend others.

Third Party Sites, Products and Services; Links

The Services may include links or references to other web sites or services solely as a convenience to Users (“**Reference Sites**”). Mavia.ai does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. Use of Reference Sites is subject to the terms and conditions of the relevant Reference Site. **ACCESS AND USE OF REFERENCE SITES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH REFERENCE SITES, IS SOLELY AT YOUR OWN RISK.**

Modification of the Terms

Upon opening an account, you accept the Terms in the form posted on our website. Mavai.ai reserves the right to change, modify, add, or remove portions of the Terms at any time. Please check the Terms and any Guidelines periodically for changes that are made after you open your account. Your continued use of the Services after the posting of changes constitutes your binding acceptance of such changes. For any material changes to the Terms, Mavia.ai will make reasonable effort to provide notice to you of such amended Terms, such as by an email notification to the address associated with your account or by posting a notice on the website, and such amended terms will be effective against you on the earlier of (i) your actual notice of such changes and (ii) thirty days after Mavia.ai makes reasonable attempt to provide you such notice. However, changes addressing new functions for a service or changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms, you must discontinue your use of the Services. Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose.

The following provisions apply to School Accounts in addition to the provisions set forth in the paragraph immediately above. If a change with respect to how personal information contained in education records is used or shared has a material adverse impact on Student Users or an Institution, and the Institution does not agree to the change, the Institution must notify Mavia.ai within thirty days of receiving the notice of change. If Mavia.ai is notified as required, then the School Accounts held by that Institution will remain governed by the Terms in effect immediately prior to the change (other than changes addressing new functions for a service or made for legal reasons) until the end of the then current term of the Institution's written service agreement with Mavia.ai, or, in the absence of such an agreement, the end of the current school term. If the Services are renewed or continued after such time, they will be renewed or continued under Mavia.ai's then-current Terms.

Terms and Termination

These Terms shall remain in full force and effect while you use the Services unless your account is terminated as provided in these Terms, in which case you no longer have the right to use the Services.

While we will make reasonable efforts to inform Users of any termination or our Services or any material portion of our Services, we reserve the right to terminate or change our Services and features as circumstances may warrant to the full extent permitted by applicable law.

If we determine that you are using the Services in a manner that is not in compliance with these Terms, Mavia.ai may: (a) restrict, suspend or terminate: (i) any account (or any part thereof) you may have with Mavia.ai or (ii) your use of the Services, and (b) remove and discard all or any part of your account, User profile, and User Content, at any time, in each case subject to

applicable law. You agree that, to the full extent permitted by law, (i) any termination of your access to the Services or any account you may have (or portion thereof), may be affected without prior notice, and (ii) Mavia.ai or its parent company Hyperacuity.ai will not be liable to you or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Mavia.ai may have at law or in equity. As discussed herein, Mavia.ai does not permit copyright, trademarks, or other intellectual property infringing activities on the Services, and will terminate access to the Services, and remove all User Content or other content submitted, by any Users who are found to be repeat infringers.

If we determine that your free or trial Mavia.ai account is inactive, we may delete the account in accordance with our inactive account policy.

If Mavia.ai is unable to provide any specific feature by reason of being unable to obtain access to Services required to provide the feature, or by reason of any law, regulation or administrative order, or by reason of any other cause beyond its reasonable control, Mavia.ai may modify, suspend or terminate access to such features as such time as is reasonably necessary to address the cause.

Your only remedy with respect to any dissatisfaction with (i) the Services, (ii) any term of these Terms, (iii) Guidelines, (iv) any policy or practice of Mavia.ai in operating the Services, or (v) any content or information transmitted through the Services, is to terminate the Terms and your account. You may terminate these Terms at any time (prospectively only) by deleting your account with the Services and discontinuing use of any and all parts of the Services.

Certain Users (e.g., Parent Users and School Personnel) may terminate these Terms with respect to their account or to a Child or Student User account that was created by them or at their direction.

School Personnel may terminate use of the Services individually and/or with respect to School Accounts created by such School Personnel at any time by [contacting us](#), provided, however, that an Institution may require satisfaction of certain requirements before School Personnel can terminate accounts created for school use. Accounts governed by a District Agreement will be deleted in accordance with the relevant agreement with the Institution. Accounts not governed by a District Agreement may be deleted by the account holder or, for Child Users, by a Parent as provided below. Prior to termination of School Accounts at the direction of School Personnel, Mavia.ai may invite Users, or Parents of Students, to establish and maintain a personal account for purposes of retaining any content generated or provided and owned by Users under these Terms (including such User's learning activity). Any such personal accounts will be established under Mavia.ai's standard account opening process, including parental consent for Users under the age of 13.

As a Parent User, if you have a Parent User account associated with the Child User account on the Services, you can terminate your Child User's account through the account profile, or by

[contacting our customer support team](#), although we may need to verify your identity prior to taking any action with respect to the account. Parents of Students who are using School Accounts created by or at the direction of your child's teacher may first need to contact your child's school to request termination. For free accounts not included in a Mavia.ai Districts subscription, deletion requests may be exercised directly by the account holder or, for Child Users, by a Parent with an account connected to the Child User's account.

Termination of the Terms as to any User account will not limit Mavia.ai's rights and remedies regarding any breach of these Terms occurring prior to such termination.

Representations and Warranties

You warrant, represent and agree that you will not provide any User Content or otherwise use the Services in a manner that (i) infringes, violates or misappropriates another's intellectual property rights, rights of publicity or privacy, or other rights; (ii) violates any international, federal, state or local law, statute, ordinance or regulation or which would render Mavia.ai in violation of any applicable laws or regulations, including without limitation, Applicable Privacy Laws (collectively, "**Applicable Law**"); (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise Prohibited Conduct; or (iv) jeopardizes the security of your account or the Services in any way, such as allowing someone else access to your account or password or submitting User Content that contains malware. Additionally, you represent, warrant and agree that (i) you possess all rights necessary to provide your User Content and grant Mavia.ai the rights in these Terms; (ii) you will comply with Applicable Laws in connection with your use of the Services; and (iii), if you are School Personnel, you understand that you are responsible for providing notices and obtaining consents (if any) required by Applicable Laws for students to use the Services or to provide User Content, including, for U.S. schools, compliance with any applicable provisions of FERPA and COPPA when using School Consent.

Indemnification

To the extent permitted by applicable law, you will indemnify, and defend, and hold harmless Mavia.ai, and its parent, successors, affiliated companies, contractors, officers, directors, employees, agents and its third party suppliers, licensors, and partners (collectively, "**Mavia.ai Parties**") from and against all losses, damages, liabilities, demands, judgments, settlements, costs and expenses of any kind (including legal fees and expenses), from any claim or demand made by any third party relating to or arising out of (i) your access to, and use of the Services that is not fully in accordance with these Terms; (ii) your failure to comply with Applicable Laws in connection with your use of the Services (including any failure to obtain or provide any required consent or notice); and (iii) your User Content, including the infringement by you or any third party using your account or School Accounts of any intellectual property right of any person or entity, to the extent the alleged claim or demand is caused by your foregoing User

Content. Mavia.ai reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Mavia.ai, and you are to cooperate with Mavia.ai's defense of these claims. You agree not to settle any such matter without the prior written consent of Mavia.ai.

Warranty Disclaimers

THE SERVICES, WEBSITE, AND ANY ASSOCIATED CONTENT, THIRD-PARTY CONTENT, THIRD-PARTY WEBSITES, THIRD-PARTY APPLICATIONS, USER CONTENT, AND ALL DATA AND INFORMATION MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE WEBSITE OR SERVICES (COLLECTIVELY, THE "**MAVIA.AI OFFERINGS**"), ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. THE MAVIA.AI PARTIES DO NOT WARRANT THAT THE MAVIA.AI OFFERINGS WILL MEET OR BE CORRECTED TO MEET YOUR REQUIREMENTS OR EXPECTATIONS, BE TO YOUR LIKING, BE TIMELY, SECURE, ACCURATE, OR BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU UNDERSTAND AND AGREE THAT YOUR USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAINING OF CONTENT, WEBSITE MATERIALS, SOFTWARE, OR DATA THROUGH THE WEBSITE (INCLUDING THROUGH ANY API'S) IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS THEREFROM.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE MAVIA.AI PARTIES DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND REGARDING THE MAVIA.AI OFFERINGS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, ACCURACY, PERFORMANCE, AVAILABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

YOU ACKNOWLEDGE AND AGREE THAT OUTPUT FROM AI CHATBOT FEATURES MAY INCLUDE ERRORS, MAY REFLECT BIASED, INCOMPLETE OR INCORRECT INFORMATION, MAY PROVIDE OBJECTIONABLE OR OFFENSIVE RESPONSES, MAY NOT ACCOUNT FOR EVENTS OR CHANGES TO UNDERLYING FACTS OCCURRING AFTER THE AI MODEL WAS TRAINED, AND HAVE OTHER LIMITATIONS. YOU SHOULD NOT RELY ON THE FACTUAL ASSERTIONS IN OUTPUT WITHOUT INDEPENDENTLY FACT CHECKING THEIR ACCURACY. OUTPUT MAY APPEAR ACCURATE DUE TO ITS DETAIL OR SPECIFICITY BUT CONTAIN MATERIAL INACCURACIES.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU

MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

Limitation of Liability and Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE MAVIA.AI PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST BUSINESS, LOST REVENUES OR PROFITS, LOSS OF DATA, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING (i) TO THE TERMS; (ii) YOUR USE OF (OR INABILITY TO USE) THE WEBSITE OR THE MAVIA.AI OFFERINGS, OR (iii) ANY OTHER INTERACTIONS WITH MAVIA.AI OR ANY THIRD PARTY THROUGH OR IN CONNECTION WITH THE MAVIA.AI OFFERINGS, INCLUDING OTHER USERS, EVEN IF MAVIA.AI OR A MAVIA.AI PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, THE MAVIA.AI PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

IN NO EVENT WILL THE MAVIA.AI PARTIES' TOTAL AGGREGATE LIABILITY TO YOU, FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE TERMS, YOUR USE OF ANY MAVIA.AI OFFERING, OR YOUR INTERACTION WITH OTHER USERS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE), EXCEED THE GREATER OF ACTUAL AMOUNT PAID BY YOU TO MAVIA.AI, IF ANY, DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS (\$100). FOR CLARITY, IF YOU ARE ACCESSING THE SERVICES FOR SCHOOL USE OR ON BEHALF OF AN INSTITUTION, THIS AGGREGATE CAP ON LIABILITY WILL BE MEASURED BY THE AMOUNT PAID BY YOUR SCHOOL OR INSTITUTION TO MAVIA.AI IN THE PRECEDING TWELVE MONTHS (OR SIMPLY ONE HUNDRED DOLLARS (\$100), IF NO SUCH PAYMENT), AND APPLIES TO ALL DAMAGES, LOSSES AND CAUSES OF ACTION SUFFERED BY YOU, YOUR SCHOOL, OR INSTITUTION, AND ALL OTHER USERS FROM YOUR SCHOOL OR INSTITUTION, COLLECTIVELY.

YOU ACKNOWLEDGE AND AGREE THAT MAVIA.AI HAS OFFERED THE SERVICES AND ENTERED INTO THE TERMS IN RELIANCE UPON THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND MAVIA.AI, AND THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND MAVIA.AI. MAVIA.AI WOULD NOT BE ABLE TO

PROVIDE THE SERVICES TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

Mavia.ai is not responsible for the actions, content, information or data of other third parties, including other Users. You are solely responsible for your interactions with other Users of the Services, and any other parties with whom you interact through the Services. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline interaction with any other person. We reserve the right, but have no obligation, to become involved in any way with these disputes.

If you have a dispute with one or more Users, you release us (and the Mavia.ai Parties) from all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use, privacy or data. If you are a California resident, you waive your rights under California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor." And, if you are not a California resident, you waive your rights under any applicable statutes of a similar effect, to the fullest extent permissible under applicable law.

Miscellaneous (Including Dispute Resolution and Arbitration)

Mavia.ai may provide you with notices, including those regarding changes to the Terms, by email, regular mail, postings on the website or Services, or other reasonable means. Notice will be deemed given twenty-four hours after email is sent, unless Mavia.ai is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to a postal address, if provided by you through the Services. In such a case, notice will be deemed given three days after the date of mailing. Notices posted on the website or Services are deemed given 30 days following the initial posting. Any notices directed to Mavia.ai shall be sent by [email to hyperacuity.ai](mailto:hyperacuity.ai).

The failure of Mavia.ai to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. Any waiver of any provision of the Terms will be effective only if in writing and signed by Mavia.ai.

The Terms will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law that would cause the application of the laws of any other jurisdiction.

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT AFFECTS YOUR RIGHTS. EXCEPT AS REQUIRED BY APPLICABLE LAW OTHERWISE SPECIFIED IN APPLICABLE

SUPPLEMENTAL TERMS, BY AGREEING TO BINDING ARBITRATION, YOU WAIVE YOUR RIGHT TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE YOUR CASE. YOU ALSO AGREE TO WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR OTHER REPRESENTATIVE ACTION. TO THE FULLEST EXTENT PERMITTED BY LAW, IF A DISPUTE IS NOT FILED WITHIN ONE YEAR, IT IS PERMANENTLY BARRED.

In order to expedite and control the cost of disputes, Mavia.ai and you agree that any legal or equitable claim, dispute, action or proceeding arising from or related to your use of the Services or these Terms (“**Dispute**”) will be resolved as follows to the fullest extent permitted by law:

- In the event of a Dispute, you or Mavia.ai must give the other a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the Dispute, and a proposed solution (a “**Notice of Dispute**”). You must send any Notice of Dispute by [email to hyperacuity.ai](mailto:hyperacuity.ai). Mavia.ai will send any Notice of Dispute to you by first class U.S. Mail to your address if Mavia.ai has it, or otherwise to your email address. You and Mavia.ai will attempt in good faith to resolve any Dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, you or Mavia.ai may commence arbitration.
- Any Dispute which has not been resolved by negotiation as provided herein within sixty (60) days or such time period as you and Mavia.ai may otherwise agree, shall be finally resolved by binding arbitration. The U.S. Federal Arbitration Act governs the interpretation and enforcement of this section. You are giving up the right to litigate (or participate in as a party or class member) all Disputes in court before a judge or jury. Instead, all Disputes except those specified under the “Arbitrator’s Jurisdiction” section below, will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. The place of arbitration shall be New York, NY. Any court with jurisdiction over the parties may enforce the arbitrator’s award.
- Any proceedings to resolve or litigate any Dispute in any forum will be conducted solely on an individual basis. Neither you nor Mavia.ai will seek to have any Dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. You may file a Dispute only on your own behalf and cannot seek relief that would affect other Users. If there is a final judicial determination that any particular Dispute cannot be arbitrated in accordance with the limitations of this section, then only that Dispute may be severed and brought in court. All other Disputes remain subject to terms in this section.
- A demand for arbitration must be personally signed by the party initiating arbitration (and their counsel, if represented). By signing the demand for arbitration, a party (and their counsel, if represented) certifies that they have complied with (i) the mandatory Notice of Dispute procedure above and (ii) all of the requirements of Federal Rule of Civil Procedure 11(b). The arbitrator is authorized to award any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or applicable federal or state law against all appropriate persons (including counsel) as a court would. Any arbitration

will be conducted by JAMS under the JAMS Comprehensive Arbitration Rules and Procedures (“**JAMS Rules**”) in effect at the time the Dispute is filed, except as supplemented, where applicable, by the JAMS Mass Arbitration Procedures and Guidelines (“**JAMS Mass Arbitration Procedures**”). You may request a telephonic or in-person hearing by following the JAMS Rules. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. To the extent the forum provided by JAMS is unavailable, Mavia.ai and you agree to select a mutually agreeable alternative dispute resolution service and that such alternative dispute resolution service shall apply the JAMS Rules. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief to you only individually, and only to the extent required to satisfy your individual claim. The arbitrator may consider but will not be bound by rulings in other arbitrations where you and Mavia.ai were not both parties.

- **Arbitrator’s Jurisdiction:** The arbitrator will have the power to rule on all issues except that a court has authority (i) to decide arbitrability issues, as well as disputes relating to the formation, existence, scope, validity, and enforceability of this Arbitration Agreement; (ii) to decide whether the parties have complied with the Notice of Dispute process; (iii) to enforce the prohibition on class or representative actions or proceedings; (iv) to enjoin an arbitration from proceeding if it does not comply with the terms of this Arbitration Agreement; and (v) to award injunctive or other equitable relief to protect or enforce either party’s intellectual property rights.
- Whoever files the arbitration will pay the initial filing fee. If Mavia.ai files, then Mavia.ai will pay; if you file, then you will pay unless you get a fee waiver under the applicable arbitration rules. Each party will bear the expense of that party’s attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.
- To the extent permitted by law, any Dispute under these Terms must be filed within one (1) year in an arbitration proceeding. The one-year period begins when the events giving rise to the Dispute first occur, except that the period is tolled during the 60-day Notice of Dispute process described above. If a Dispute is not filed within one year, it is permanently barred.
- In the event that any Dispute cannot be resolved by binding arbitration in accordance with this section, you agree that such Dispute will be filed only in the state or federal courts in and for New York, NY, and each of you and Mavia.ai hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purpose of litigating any such action. Notwithstanding this, Mavia.ai shall still be allowed to apply for injunctive or other equitable relief to protect or enforce its intellectual property rights in any court of competent jurisdiction.
- If any provision of the Terms or any Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

- The Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by you without Mavia.ai's prior written consent, but may be assigned by Mavia.ai without consent or any restriction. Any assignment attempted to be made in violation of the Terms shall be null and void.
- Upon termination of the Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to those covered in sections Privacy Policy, User Content, Digital Millennium Copyright Act, Proprietary Materials & Beta Features, Prohibited Conduct, Modification of the Terms, Terms & Termination, Representations and Warranties, Indemnification, Warranty Disclaimers, (Limitation of Liability; Damages); and Miscellaneous (Including Dispute Resolution and Arbitration).
- The Terms, the Privacy Policy and Guidelines constitute the entire agreement between you and Mavia.ai relating to the subject matter herein and will not be modified except in writing, signed by both parties, pursuant to supplemental terms as set forth under the section titled User Content, or by a change to the Terms, Privacy Policy or Guidelines made by Mavia.ai as set forth in the section titled Modification of the Terms above.
- In addition to the sections above, and notwithstanding any other provision of these Terms, this Section applies with respect to your use of any mobile application governed by these Terms on an Apple iOS device. To the extent the other sections of these Terms are less restrictive than, or otherwise in conflict with, the terms of this Section, the more restrictive or conflicting terms in this Section apply. You acknowledge that these Terms are between you and Mavia.ai only, not with Apple, and Apple is not responsible for the Services and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services. In the event of any failure of the Services to conform to any applicable warranty, then you may notify Apple and Apple will refund the purchase price for the applicable mobile application to you, if any; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Services. Apple is not responsible for addressing any claims by you or any third party relating to the Services or your possession and/or use of the Services, including, but not limited to: (i) product liability claims; (ii) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Services or your possession and use of the Services infringes that third party's intellectual property rights. You agree to comply with any applicable third party terms, including Apple's App Store Terms of Service, when using the Services. Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third party beneficiary of the Terms. You hereby represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

