

TERMS & CONDITION

Effective Date: 22 Feb 2025

Last Updated: 22 Feb 2025

1. Introduction

1.1 Purpose and Scope

These Terms and Conditions ("T&C") establish the legal framework governing the access and use of the AI-powered lead qualification and sales agent services (the "Services") provided by Halo Digital FZ LLC ("Halo Digital," "we," "our," or "us"). These T&C apply to all users, including individuals, businesses, and organizations that interact with our Services. By accessing or using our Services, you acknowledge that you have read, understood, and agreed to be bound by these T&C.

Halo Digital FZ LLC is committed to providing AI-driven solutions aimed at enhancing lead qualification, improving sales efficiency, and optimizing business operations. While our Services are designed to support businesses in streamlining customer engagement and qualifying leads with AI precision, we do not guarantee specific business outcomes, sales performance, or revenue increases.

Users acknowledge and agree that the effectiveness of our Services depends on various external factors, including but not limited to market conditions, business strategies, product offerings, and user implementation. Halo Digital FZ LLC shall not be held responsible for any business losses, unrealized sales, or any indirect, incidental, or consequential damages arising from the use of our Services.

To ensure a secure and reliable experience, we have established these T&C to outline the rights, responsibilities, and expectations for all parties using our platform. Users assume full responsibility for how they utilize the Services and should independently assess their business needs before relying on AI-driven solutions.

These T&C apply to all aspects of our Services, including but not limited to:

- AI-powered lead qualification tools;
- Sales automation features;
- Omnichannel AI agents (available on websites, WhatsApp, Telegram, and other platforms);
- Any associated software, mobile applications, APIs, and support services provided by Halo Digital FZ LLC.

By using our Services, you agree to comply with these T&C and any additional policies or guidelines referenced herein. If you do not agree with any part of these T&C, you must refrain

from using our Services. We reserve the right to update, modify, or replace these T&C at any time, and continued use of our Services constitutes acceptance of the revised terms.

Halo Digital FZ LLC operates under strict regulatory and compliance standards to ensure the security, integrity, and reliability of our Services. We adhere to applicable laws and industry best practices in the jurisdictions where we operate, including the United States and the United Arab Emirates. Our commitment to transparency, data protection, and ethical AI practices underscores our dedication to maintaining the highest standards of professionalism and compliance.

1.2 Definitions

Company - refers to Halo Digital FZ LLC, including its affiliates, subsidiaries, successors, and assigns.

User - refers to any individual, business entity, organization, or legal person who accesses, registers for, or utilizes the Services, whether directly or indirectly, including employees, agents, and representatives of such entities.

Services - refers to the software and AI-driven solutions developed, owned, and operated by the Company, which provide automated lead qualification, sales assistance and customer engagement. This includes, but is not limited to, AI Agents, CRM integrations, data processing, reporting tools, and omnichannel communication support across web-based platforms, WhatsApp, Telegram, and other messaging services.

AI Agent - refers to the Company's artificial intelligence-powered lead qualification and sales assistant, which automates customer interactions, filters out unqualified leads, provides insights into sales processes, and integrates with business CRM systems to enhance sales and conversion rates.

Subscription - refers to any paid or trial-based plan that grants Users access to the Services for a specified period, with different features, pricing, and limitations as outlined in the Company's pricing policy.

Platform - refers to the official online platform operated by the Company, including but not limited to <http://halodigitalai.com>, as well as any affiliated websites, dashboards, portals, web-based applications, and other digital interfaces that provide access to the Services.

Data - refers to any information processed, stored, transmitted, or generated through the Services, including but not limited to customer interactions, analytics, and business insights derived from AI-driven operations. The Company reserves the right to process, analyze, aggregate, and utilize such Data for the purpose of improving the Services, enhancing AI performance, and developing insights. The Company disclaims any liability for the accuracy, completeness, or reliability of Data processed through the Services and is not responsible for any business decisions made based on such Data. Users are solely responsible for ensuring

compliance with applicable data protection laws and regulations when using the Services, including but not limited to obtaining any necessary consents for data processing and transfer.

Agreement - refers to these Terms and Conditions, along with any applicable policies, amendments, or additional agreements between the User and the Company related to the Services.

User Content - refers to any data, information, materials, messages, text, graphics, audio, video, or other content that Users submit, upload, transmit, or otherwise make available through the Services. Users retain ownership of their User Content but grant the Company a non-exclusive, worldwide, royalty-free license to use, store, process, display, and distribute such content as necessary to provide, improve, and develop the Services. Users are solely responsible for ensuring that their User Content complies with all applicable laws and does not infringe upon the rights of any third party.

2. Acceptance and Agreement

2.1 Acceptance of Terms

By accessing, registering for, or using the Services, you acknowledge that you have read, understood, and agree to be legally bound by these Terms and Conditions, as well as our Privacy Policy. If you do not agree to any provision of these Terms, you must immediately discontinue the use of the Services. Your continued use of the Services constitutes your full and unconditional acceptance of these Terms.

2.2 Changes to Terms

The Company reserves the right, at its sole discretion, to modify, update, or replace these Terms and Conditions at any time. Such modifications will become effective immediately upon their posting on the Website or upon notice provided through other reasonable means. It is the User's responsibility to review these Terms periodically for any changes. Continued use of the Services after any modifications constitutes the User's acceptance of the revised Terms. If you do not agree with the updated Terms, you must cease using the Services immediately. The Company shall not be liable for any losses or damages resulting from the User's failure to review the updated Terms.

3. Account and Access

3.1 Registration and User Accounts

To access and use certain features of the Services, you are required to create an account. By registering, you represent and warrant that all information provided is accurate, complete, and up to date. You agree to update your account information promptly to ensure its accuracy. The

Company reserves the right to suspend or terminate accounts that contain false, misleading, or incomplete information. The creation of an account does not establish any partnership or joint venture relationship between the User and the Company.

3.2 Account Security

You are solely responsible for maintaining the confidentiality of your account credentials, including but not limited to usernames, passwords, API keys, and any other authentication details. Any activity conducted under your account shall be deemed authorized by you, and you assume full responsibility for all actions taken under your credentials. If you suspect unauthorized access or any security breach, you must notify the Company immediately. The Company shall not be liable for any loss or damage resulting from unauthorized account access due to the User's failure to maintain proper security measures.

3.3 Usage Restrictions

Users are strictly prohibited from:

- Sharing, transferring, or allowing unauthorized third parties to access their account credentials.
- Using automated scripts, bots, or any unauthorized software to access, interact with, or manipulate the Services.
- Engaging in fraudulent, deceptive, or illegal activities through the Services.
- Attempting to interfere with, disrupt, or compromise the integrity and security of the Services.
- Reverse engineering, decompiling, or otherwise attempting to derive the source code of the Services.
- Using the Services in a manner that violates any applicable laws, regulations, or third-party rights.

The Company reserves the right to investigate any violations of these restrictions and may suspend or terminate accounts engaged in prohibited activities, without prior notice. Users found in breach of this section may be subject to legal action and liability for damages incurred by the Company.

4. Use of Halo Digital Services

4.1 Permitted Use

You are authorized to use the AI Agent and related Services only for the following purposes:

- Lead Qualification. You may use the AI Agent to qualify leads with AI-powered precision, ensuring that only relevant and qualified leads are passed through to your sales team.

The AI Agent is designed to analyze customer data, identify potential opportunities, and filter out unqualified leads to optimize your sales funnel.

- Sales Assistant Integration. You may integrate the AI Agent with your sales tools to automate and streamline sales processes. The AI Agent can assist your sales team by managing customer interactions, providing insights, and automating follow-ups, ultimately enhancing sales performance and efficiency.
- Lead Management and Engagement Automation. You may automate the management of leads and customer engagement using the Services. This includes automating responses, follow-ups, scheduling, and other interactions that streamline the sales workflow and enhance customer experience.

4.2 Prohibited Use

You are prohibited from using the Services for the following activities:

- You may not use the Services for any fraudulent, deceptive, or illegal activities, including but not limited to misrepresentation of data, manipulating customer information, or engaging in any activity that violates applicable laws or regulations.
- You may not attempt to reverse-engineer, decompile, disassemble, or modify any part of the AI Agent or underlying technologies provided by the Company. This includes unauthorized efforts to bypass security measures, access restricted areas, or alter the behavior of the AI Agent in any manner.
- You may not use the Services in a manner that violates any applicable data protection laws, including but not limited to the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), the UAE Federal Decree-Law No. 45 of 2021 on Personal Data Protection (PDPL), or any other relevant local regulations governing the processing and protection of personal data. You are responsible for obtaining all necessary consents from users and ensuring that any data collected, processed, or transmitted through the Services complies with the applicable privacy laws and regulatory requirements. Failure to adhere to these obligations may result in suspension or termination of access to the Services, as well as legal consequences under the respective jurisdiction's data protection framework.
- You may not use the Services to infringe on the intellectual property rights of others. You are prohibited from using, copying, or distributing any materials or content provided through the Services that are owned by the Company or third parties, except as expressly authorized in writing.
- You may not use the Services to promote, facilitate, or engage in any activity related to terrorism, including but not limited to supporting any terrorist organizations or individuals, engaging in acts of terrorism, or inciting or promoting violence in any form that threatens national security or public safety.
- You may not use the Services for any unlawful financial activity, including but not limited to money laundering, fraud, or other financial crimes as defined by applicable laws. This includes, but is not limited to, the U.S. Bank Secrecy Act, Anti-Money Laundering (AML) regulations, and the Federal Decree-Law No. 20 of 2018 on Anti-Money Laundering and

Combating the Financing of Terrorism of the United Arab Emirates. You are strictly prohibited from using the Services to conceal, disguise, or facilitate transactions involving illicit funds. The Company reserves the right to investigate and report any suspicious activity to relevant regulatory authorities.

- You may not use the Services to promote or incite racial hatred, violence, or discrimination. This includes any form of activity, speech, or content intended to incite violence or hostility against individuals or groups based on race, color, religion, national origin, or any other protected characteristic, in violation of applicable laws, including the U.S. Civil Rights Act and the United Arab Emirates' Federal Decree-Law No. 2 of 2015 on Combating Discrimination and Hatred, as amended.

4.3 User Responsibility

Users are responsible for ensuring that their use of the Services complies with all applicable laws, regulations, and legal frameworks, as well as the terms set forth in this Agreement. Specifically, Users must:

- **Compliance with Data Protection Laws.** Users are required to adhere to all relevant data protection regulations in their jurisdiction(s) and any other applicable jurisdictions. This includes, but is not limited to:

U.S. Data Protection Laws. Compliance with laws such as the **California Consumer Privacy Act (CCPA)**, **Health Insurance Portability and Accountability Act (HIPAA)**, and **Children's Online Privacy Protection Act (COPPA)**, where applicable. Users must ensure that any data they collect, store, or process through the Services complies with these laws.

UAE Data Protection Laws. Users must ensure compliance with the **UAE Data Protection Law (Federal Law No. 45 of 2021)**, including obtaining consent from individuals before processing their data, providing necessary data protection safeguards, and ensuring lawful transfer of personal data.

General Data Protection Regulation (GDPR). For users in the European Union, the Services must be used in compliance with the GDPR, which includes obtaining explicit consent for data collection, providing transparency about data usage, and ensuring that the data subjects' rights are respected.

- **Obtaining Necessary Consents.** Users are responsible for obtaining all necessary consents, authorizations, or approvals from individuals whose personal data is collected, processed, or transmitted via the Services. This includes ensuring that any data shared with the Company or processed through the Services is done in accordance with applicable privacy laws, such as obtaining user consent for the collection and processing of their data.
- **Intellectual Property Compliance.** Users must respect the intellectual property rights of the Company and third parties. They are prohibited from copying, distributing, or using

any proprietary materials, including software, documentation, and content, unless expressly authorized to do so. Users must refrain from infringing upon the copyrights, trademarks, patents, or any other intellectual property rights of others when using the Services.

- Use of Services in Compliance with Applicable Laws. Users agree to use the Services only for lawful purposes and in compliance with all applicable legal frameworks, including:
 - Laws related to data privacy and security, financial regulations, and intellectual property.
 - Any regulations specific to the industry in which the User operates, including financial services, healthcare, and telecommunications, among others.
 - Users are responsible for understanding and complying with all applicable laws and regulations governing the use of AI, data processing, and customer interactions.
- Users must comply with all applicable anti-money laundering (AML) and counter-terrorism financing (CTF) regulations, including but not limited to the U.S. Bank Secrecy Act (BSA), Anti-Money Laundering (AML) laws, and the UAE Federal Decree-Law No. 20 of 2018 on Anti-Money Laundering and Combating the Financing of Terrorism and Illegal Organizations. Users must not use the Services for money laundering, fraud, or other illegal financial activities, nor to conceal or disguise illicit funds or transactions. The Company reserves the right to monitor transactions, conduct due diligence, and report any suspicious activity to the relevant authorities in accordance with applicable laws. Violation of these obligations may result in immediate suspension or termination of access to the Services and potential legal consequences.
- Ensuring Ethical Use of Services. Users are responsible for ensuring that their use of the Services is ethical and does not promote harm or illegal activities. Users must not use the Services to engage in or support terrorism, promote violence, or engage in illegal acts that threaten national security or public safety. Users must ensure that their activities do not infringe upon others' rights or promote violence or hatred based on race, religion, nationality, gender, or other protected characteristics. Users must not use the Services to incite or promote racial hatred, discrimination, or violence, as defined under laws such as the U.S. Civil Rights Act, and the United Arab Emirates' Federal Decree-Law No. 2 of 2015 on Combating Discrimination and Hatred, as amended. and other anti-discrimination statutes.
- Security of Data and Account. Users must take appropriate measures to safeguard their accounts, data, and login credentials. This includes using strong passwords, securing access to the Services, and ensuring that only authorized users are able to access the account. If a user suspects unauthorized access or data breaches, they must immediately report the issue to the Company.
- Responsibility for Third-Party Data. Users are responsible for ensuring that any third-party data shared through the Services is done in compliance with applicable laws and regulations. This includes obtaining consent from third parties before processing or sharing their data, and ensuring that third-party data is handled in accordance with applicable data protection laws.

- Reporting Violations. Users are obligated to promptly report any suspected violations of these Terms and Conditions, including any prohibited activities outlined in Section 4.2. The Company reserves the right to investigate any reports of violations and take appropriate action, including terminating or suspending access to the Services if necessary.

5. Payments and Subscriptions

5.1 Pricing and Plans

Halo Digital FZ LLC offers three distinct pricing models to accommodate the varying needs of businesses. Each plan provides specific features, lead limits, and benefits designed to help you optimize your sales process and qualify leads efficiently. The plans are as follows:

1. **Free Trial (7 Days).** The Free Trial provides Users with access to the Services for a period of seven (7) days, subject to the following conditions:
 - Lead Qualification. The Free Trial includes up to one hundred (100) AI-qualified leads.
 - Platform Access. Full access to the AI web chat platform is provided during the Free Trial period, which includes integration and setup assistance from the Company.
 - No Commitment. Users may utilize the Free Trial without any obligation to continue using the Services after the trial period ends.
 - Transition to Paid Plan. Upon expiration of the Free Trial, the User's account will automatically transition to the Basic Plan, where the User will be charged at a rate of \$0.59 per unqualified lead.
2. **AI Growth Accelerator.** The AI Growth Accelerator plan provides Users with unlimited access to the Services, subject to the following conditions.
 - Unlimited Lead Qualification. Users may qualify an unlimited number of leads through the AI Agent.
 - Omnichannel Integration. The AI Agent is available on the User's website, as well as WhatsApp and Telegram, for customer engagement across multiple platforms.
 - CRM Integration. The Services are integrated directly with the User's CRM, automating lead management processes.
 - Analytics and Reporting. The Services include advanced analytics and insights into the lead qualification process, including real-time tracking and performance reports.
 - Pricing. The pricing for the AI Growth Accelerator plan is based on usage, with charges starting at \$0.39 per unqualified lead. No fixed monthly fees apply.
3. **Enterprise.** The Enterprise plan is designed for Users with high-volume lead qualification needs and provides custom AI workflows and dedicated support, subject to the following conditions:
 - Custom AI Workflows. The AI Agent is configured to meet the specific sales processes and requirements of the User's business.

- **Advanced Automation.** The Services include advanced automation for the User's sales pipeline, enhancing the efficiency of lead management.
- **Discounted Pricing for High-Volume Users.** Users qualifying 5,000 or more leads per month may receive discounted pricing based on their monthly lead volume.
- **Personalized Onboarding and AI Optimization.** The Company provides personalized onboarding and optimization services to ensure the AI Agent is tailored to the User's needs.
- **Priority Support.** Users are entitled to priority support, including direct access to an account manager and dedicated assistance when required.
- **Pricing.** Pricing for the Enterprise plan is based on the volume of leads processed, starting from 5,000 unqualified leads per month. The specific pricing is determined based on the User's lead volume and business requirements.

The Company reserves the right to modify the pricing for any of the plans at its discretion. Any changes to the pricing structure will be reflected in an updated version of these Terms and Conditions and will be communicated to Users in accordance with applicable laws. Users are encouraged to review these Terms periodically to stay informed of any changes.

In the event that the User exceeds the lead qualification limits associated with their chosen plan, the User's plan will be automatically upgraded to the next available tier, and the applicable pricing for the upgraded plan will apply. Users will be notified of the upgrade and any resulting changes to their billing.

5.2 Refunds and Cancellations

- **Cancellation Rights.** Users have the right to cancel their subscription at any time, subject to the terms and conditions of the applicable pricing plan. Cancellation can be requested via the Platform or through direct communication with the Company's customer support team. Upon cancellation, Users will no longer be billed for subsequent subscription periods, but no refund will be provided for any payments already made, except as explicitly stated below.
- **Refund Policy.** The Company offers a full refund within thirty (30) calendar days from the start of the subscription period, provided that the User demonstrates, to the Company's reasonable satisfaction, that the Services have not met their expectations or are not functioning as advertised. The following conditions apply to the refund process:
 - a. To be eligible for a full refund, the User must request the refund within thirty (30) calendar days of the subscription start date. Requests made after this period will not be considered for a refund.
 - b. To request a refund, the User must submit a formal refund request to the Company, providing detailed information regarding the issue experienced, and any steps taken to resolve the matter. The Company reserves the right to evaluate the User's complaint, which may include conducting an investigation into the reported issue.

c. The Company will review each refund request on a case-by-case basis and will determine, in its sole discretion, whether the refund criteria have been met. The Company will not issue refunds for claims based on subjective dissatisfaction without supporting evidence that the Services failed to function as advertised or promised.

d. The Company reserves the right to refuse refunds if it reasonably determines that the request is made in bad faith, for example, where the User has used the Services extensively or has abused the refund policy. In such cases, the Company may terminate the User's subscription and deny the refund request.

- **Post-Refund Policy.** Once a refund is issued, the User's access to the Services will be terminated, and they will no longer be able to access or use any features of the Services provided under the refunded subscription. Any data, content, or leads generated during the subscription period may be deleted by the Company at its discretion, in accordance with the data retention policies of the Company.
- **No Refunds After Thirty (30) Days.** After the thirty (30)-day period has expired, the Company will not issue any refunds for subscription fees, including for partial or pro-rated periods. Users are encouraged to review the Services thoroughly during the initial thirty (30) days to ensure satisfaction with the functionalities before the expiration of the refund eligibility period.
- **Right to Modify or Terminate Refund Policy.** The Company reserves the right to modify or discontinue the refund policy at any time, in its sole discretion, by posting an updated version of these Terms and Conditions on the Platform. Any such changes will be effective as of the date of publication. Users are encouraged to regularly review the Terms and Conditions to stay informed of any changes.

5.3 Auto-Renewal and Termination

All subscriptions to the Services are subject to automatic renewal at the end of each billing cycle, unless canceled by the User prior to the start of the next billing period. By subscribing to the Services, Users agree to the automatic renewal of their subscription for the same duration and at the prevailing subscription rate applicable at the time of renewal, unless otherwise specified in the applicable plan or pricing terms.

The Company may, but is not obligated to, provide advance notice of the upcoming renewal of a subscription to the User via email or through other communication methods. Such notices, if provided, are for informational purposes only and do not alter the User's responsibility to ensure cancellation if they do not wish to continue the subscription.

Users can manage, modify, or cancel their subscription at any time by accessing their account settings within the Platform. Through the account settings, Users can view their current

subscription details, update payment information, upgrade or downgrade their subscription plan, and cancel future renewals. To ensure cancellation of automatic renewal, the User must follow the prescribed cancellation process through the Platform prior to the commencement of the next billing cycle.

To cancel a subscription, Users must navigate to their account settings and submit a cancellation request before the next billing cycle begins. Cancellations are effective at the end of the current billing cycle, and no further charges will be incurred after the cancellation has been processed. If the User cancels their subscription mid-cycle, access to the Services will remain available until the end of the current billing period, and no refund will be issued for any remaining unused period unless otherwise stated in the refund policy.

The Company reserves the right to terminate a User's subscription or access to the Services at its sole discretion, without notice, in the event of any violation of the Terms and Conditions or misuse of the Services. In the event of termination by the Company, the User will not be entitled to a refund for any unused portion of the subscription period, unless otherwise provided for under the refund policy. The Company also reserves the right to suspend or terminate the User's access to the Services in cases of fraudulent activity, breach of applicable laws, or other conduct that the Company determines to be harmful to its operations, reputation, or user base.

In the event that a User's payment for subscription renewal is not successfully processed due to insufficient funds, expired payment methods, or any other reason, the Company will attempt to contact the User to resolve the payment issue. If payment is not received within a reasonable period, the Company reserves the right to suspend or terminate the User's access to the Services until payment is successfully processed. The User will be notified of the suspension and may be required to update payment details to restore access to the Services.

The Company reserves the right to modify or update the subscription plans, pricing, and terms of service at any time, at its sole discretion. Any changes to the pricing or plan structure will be communicated to Users prior to the next renewal cycle. Users may choose to accept the updated terms or cancel their subscription in accordance with the cancellation process described above.

6. Intellectual Property

6.1 Copyright and Trademarks

All content, software, AI models, designs, logos, trademarks, and other branding elements provided through the Services, including but not limited to text, images, graphics, videos, and code, are the exclusive property of Halo Digital FZ LLC or its licensors.

The Company retains full ownership and copyright to all content made available through the Services. Users acknowledge that they do not acquire any ownership rights, licenses, or

intellectual property rights in or to the content, software, AI models, or any other materials made available through the Services except as expressly granted in these Terms and Conditions.

The Company grants Users a limited, non-exclusive, non-transferable license to access and use the content provided through the Services solely for personal or business purposes in accordance with the Terms and Conditions. This license does not grant Users the right to modify, reproduce, distribute, publicly display, or otherwise exploit any content or materials provided by the Company, unless expressly authorized in writing.

Users are prohibited from reverse-engineering, decompiling, disassembling, or otherwise attempting to derive the source code of any software or AI model used in the Services. Furthermore, Users are prohibited from using any proprietary information or content from the Services for any purposes other than those expressly permitted under the license granted in these Terms and Conditions.

If a User believes that any content, materials, or intellectual property associated with the Services infringes on their own intellectual property rights, they must promptly notify the Company in writing. The Company will investigate such claims and, if necessary, take appropriate action, including removing or disabling access to the infringing content.

Some content, software, and technologies used in connection with the Services may be owned by third parties and licensed to the Company. Users acknowledge that any such third-party intellectual property is subject to the terms and conditions of the respective third-party licensors and may not be used outside the scope of the Services.

6.2 Service License

Subject to the terms and conditions of this Agreement, the Company grants Users a limited, non-exclusive, non-transferable, and revocable license to access and use the Services solely for lawful business purposes and in accordance with the permitted use as outlined. This license is provided for the duration of the User's active subscription to the Services and is not transferable to third parties without the prior written consent of the Company.

Users shall not:

- a) Copy, modify, or create derivative works of any part of the Services, including the underlying software or AI models;
- b) Sell, rent, lease, sublicense, or distribute the Services, or any part thereof, to third parties;
- c) Reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Services;
- d) Use the Services in any manner that violates applicable laws or regulations, or for any unauthorized or illegal activities.

Users acknowledge that they do not acquire any ownership rights, titles, or intellectual property rights in or to the Services, AI models, content, software, or any other materials provided by the Company, except for the limited rights granted under this license. All rights, title, and interest in the Services remain solely with the Company or its licensors.

The Company may, at its sole discretion, revoke or suspend the User's access to the Services at any time if the User violates the terms of this Agreement. Upon termination, the User must immediately cease all use of the Services and destroy any copies of the Service-related materials in their possession.

6.3 User Content

Users retain full ownership of all content they submit or upload to the Services ("User Content"), including but not limited to data, communications, feedback, or any other materials generated by the User in connection with their use of the Services. The User acknowledges that they are solely responsible for the legality, accuracy, and appropriateness of the User Content they submit.

By submitting User Content to the Company, the User grants the Company a non-exclusive, royalty-free, worldwide, and sublicensable license to use, process, store, and analyze the User Content as necessary to provide, improve, and enhance the Services. This license includes the right for the Company to aggregate and anonymize User Content for the purpose of improving the functionality and performance of the Services, and to develop new features or capabilities.

The User agrees to indemnify and hold harmless the Company against any claims, losses, or damages arising from the User's submission or use of User Content, including any third-party claims related to intellectual property infringement, privacy violations, or other legal disputes arising from the User Content.

Users are prohibited from submitting any content that:

- a) Violates any intellectual property rights of third parties;
- b) Contains defamatory, illegal, or harmful content, including hate speech, harassment, or malware;
- c) Violates privacy or data protection laws;
- d) Infringes on any other legal rights or engages in any unlawful activities.

The Company reserves the right, but not the obligation, to monitor and remove any User Content that it determines, in its sole discretion, violates the terms of this Agreement, applicable laws, or the Company's policies. However, the Company is not responsible for reviewing or ensuring the legality of the User Content submitted to the Services.

7. Privacy and Data Protection

7.1 Data Collection and Processing

We collect and process personal data as outlined in our Privacy Policy. The Company collects and processes personal data as necessary to provide and improve the Services. This may include, but is not limited to, the following types of data:

- a) **Personal Information:** Information that can identify an individual, such as name, email address, phone number, and billing information.
- b) **Usage Data:** Information about how Users interact with the Services, including IP addresses, device information, browser type, and interaction patterns.
- c) **Transactional Data:** Data related to the User's subscription and payment history, including purchase records, invoices, and payment methods.
- d) **User Content:** Any data, feedback, or content submitted by the User as part of their use of the Services.

The personal data we collect is used for the following purposes:

- a) To provide, operate, and maintain the Services;
- b) To process User transactions and manage subscriptions;
- c) To communicate with Users regarding their account, Service updates, and marketing communications;
- d) To improve the functionality, performance, and security of the Services;
- e) To comply with legal obligations, resolve disputes, and enforce our agreements.

The Company retains personal data only for as long as necessary to fulfill the purposes outlined in this Agreement or as required by applicable laws. Once the data is no longer needed for such purposes, it will be securely deleted or anonymized.

The Company implements reasonable administrative, technical, and physical measures to protect personal data from unauthorized access, loss, misuse, or disclosure. However, Users acknowledge that no method of electronic storage or transmission is 100% secure, and the Company cannot guarantee absolute security.

7.2 Privacy Policy

The Company will handle User Content and personal data in accordance with the applicable data protection laws, including the General Data Protection Regulation (GDPR), California

Consumer Privacy Act (CCPA), the UAE Federal Decree-Law No. 45 of 2021 on Personal Data Protection (PDPL), and any other relevant local regulations. The Company's Privacy Policy outlines how User data is collected, processed, and protected.

By accessing and using the Services, the User acknowledges and consents to the Company's collection, processing, and use of personal data as described in the Privacy Policy. This consent includes the processing of personal data for purposes such as providing the Services, improving the User experience, and communicating with the User about account-related matters and promotional content.

Users agree to comply with all applicable laws, regulations, and requirements related to data protection and privacy, including obtaining the necessary consents for the collection, use, and processing of personal data where required. This may include ensuring that all data shared with the Company is collected in compliance with applicable laws and regulations.

Users may have certain rights under applicable data protection laws, such as the right to access, correct, delete, or restrict the processing of their personal data. The User may also have the right to object to the processing of their data or request data portability. For more details on these rights, Users should refer to the Privacy Policy.

The Company reserves the right to update and modify its Privacy Policy from time to time. Any updates or changes to the Privacy Policy will be communicated to Users, and the revised policy will be posted on the Company's website. The User's continued use of the Services after such changes will be deemed acceptance of the updated Privacy Policy.

8. Limitation of Liability

8.1 Disclaimers

The Services are provided on an "as-is" and "as-available" basis, without warranties of any kind, whether express, implied, or statutory. To the fullest extent permissible under applicable law, Halo Digital FZ LLC disclaims all warranties, representations, and conditions, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The Company does not guarantee the accuracy, completeness, or timeliness of the Services, and does not guarantee that the Services will be error-free or uninterrupted.

8.2 Limitation of Liability

To the maximum extent permitted by law, Halo Digital FZ LLC, its affiliates, employees, agents, or any other parties involved in the creation, production, or delivery of the Services, shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or business opportunities, arising out of or in connection with the use or inability to use the Services, even if the Company has been advised of the

possibility of such damages. This includes, without limitation, damages arising from errors, bugs, or interruptions in the Services, delays, or other failures to perform.

9. Termination and Breach of Terms

9.1 Termination Conditions

The Company reserves the right to suspend, limit, or terminate the User's access to the Services or any part thereof at its sole discretion, without prior notice, in the event of a violation of these Terms and Conditions. Violations may include, but are not limited to, the User's failure to comply with any provision of these T&C, engagement in prohibited activities, non-payment of fees, or any actions that may harm the Company's operations, reputation, or legal standing. Upon suspension or termination, the User's access to the Services may be revoked, and any remaining fees or payments due may be charged immediately. The Company may, at its discretion, offer the User a chance to remedy the violation before final termination.

9.2 Consequences of Breach

In the event of a breach of these T&C, the Company reserves the right to seek legal recourse, including but not limited to the pursuit of damages, injunctive relief, or any other appropriate remedies. The Company may also immediately suspend or terminate the User's account and take any necessary actions to prevent further harm or non-compliance. The User agrees to indemnify and hold harmless the Company for any damages, losses, or legal costs incurred due to their breach of these Terms and Conditions.

10. Dispute Resolution and Governing Law

10.1 Arbitration and Legal Proceedings

Any disputes, controversies, or claims arising out of or in connection with these T&C, including but not limited to disputes concerning their existence, validity, interpretation, performance, breach, or termination, shall be resolved through binding arbitration. The arbitration will take place in the United Arab Emirates, at the sole discretion of the Company, and will be conducted by a mutually agreed-upon arbitrator. The arbitration proceedings shall be conducted in English, and the decision of the arbitrator shall be final and binding on both parties. Any legal action not subject to arbitration may be brought in the competent courts located in the jurisdiction where the arbitration is held.

10.2 Governing Law

These Terms and Conditions, including all disputes, shall be governed by and construed in accordance with the laws of the United Arab Emirates, without regard to their conflict of law provisions. The User agrees to submit to the jurisdiction of the competent courts of the United

Arab Emirates, as applicable, for the resolution of any legal matters arising from or related to these T&C.

11. Miscellaneous Provisions

11.1 Severability

If any provision of these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court or competent authority, such provision shall be deemed severed from these Terms and Conditions. The remaining provisions shall continue in full force and effect, and the invalidity, illegality, or unenforceability of a provision shall not affect the validity of any other provision.

11.2 Assignment

Users may not assign, transfer, or otherwise dispose of any of their rights or obligations under these Terms and Conditions without the prior written consent of the Company. Any unauthorized assignment shall be null and void. The Company may assign its rights and obligations under these Terms and Conditions at its sole discretion.

11.3 Contact Information

For any inquiries or questions regarding these Terms and Conditions, please contact the Company at the following email address: support@halodigitalai.com. All communication should be directed to this address unless otherwise stated by the Company.