

TERMS & CONDITIONS OF USE

1. AGREEMENT TO TERMS & CONDITIONS OF USE

1.1 These Terms & Conditions of Use (“**Agreement**”) set forth the legally binding terms and conditions for any use of the website at <https://solacelaunch.com/> and any subdomain and/or sub-directory thereof, including <https://app.solacelaunch.com/>, (collectively, the “**Platform**”) by you.

1.2 By accessing or using the Platform or any products, devices, services, content, webpages, information offered through the Platform (collectively, the “**Products & Services**”), in any manner, whether directly or indirectly, you hereby represent, warrant and undertake, and are presumed to have read, understood and agreed, to be bound by the Agreement as well as the terms of our Privacy Policy (“**Privacy Policy**”), which is incorporated herein in its entirety, and you agree to comply with all applicable laws and regulations in relation to your access to the Platform.

1.3 If you do not agree to be bound by the Agreement, please do not access or use the Platform. The Agreement constitutes an agreement between you and us with regard to your access and use of the Platform and/or any part of the Products & Services. Please read the Agreement carefully before using the Platform and/or the Products & Services.

1.4 We reserve the right, in our sole and absolute discretion, with or without any notice and from time to time, to:

- (a) Change, supplement or correct any content, including the Agreement, on the Platform;
- (b) Discontinue, change or update any product or Products & Services; and/or
- (c) Suspend or deny access to the Platform and/or Products & Services, or any part thereof, to any user, for any reason.

1.5 Any such revised Agreement shall be effective when posted on the Platform. You understand and agree that your continued use of the Platform and/or Products & Services, or any part thereof, after we have made any such changes, constitutes your acceptance of any such revised

Agreement. You agree that we shall not be liable to you or to any third party for any such changes. You acknowledge and agree that you are responsible for checking the Platform for any updates.

3. ACCOUNT REGISTRATION

2.1 To register for an account and access certain Products & Services, you must provide accurate, current, and complete information. You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You may not share your credentials or permit others to access your account.

2.2 You are fully responsible for all activities conducted through your account, regardless of whether they were authorized by you. Any use of your account will be deemed to have been carried out by you.

3. PROHIBITED JURISDICTIONS

3.1 The Platform and Products & Services are prohibited for any person who is a citizen, or resident of, or located in any jurisdiction subject to comprehensive sanctions administered or enforced by any sanctions authorities (collectively, the “**Sanctions**”), or where the use of the Platform or Products & Services would be unlawful or contrary to applicable laws and regulations. You are responsible for verifying that your use of the Platform and/or Products & Services is permitted in the jurisdiction where you reside and that such use complies with any and all applicable laws and regulations.

3.2 We may, in our sole and absolute discretion, at any time and without liability, restrict or prohibit any person or entity, including but not limited to users who use proxy servers and/or internet protocol addresses residing in certain geographical areas, from accessing the Platform and/or the Products & Services or any part thereof.

4. CONTENT & OUTPUT

4.1 You may provide input to the Platform, via written messages, journal entries, attachments, voice recordings, or wellness assessments, quizzes, or similar tools, or in such other manner which may be made available to you, (“**Input**”) and receive output generated by the Platform based on your Input (“**Output**”) (Input and Output are collectively referred to as the “**Content**”).

You are solely responsible for all Content, including ensuring that it does not violate any applicable law, regulation, or this Agreement. You represent and warrant that you have all necessary rights, licenses, and permissions to provide Input to the Platform.

4.2 We may ask you questions or generate Output reflecting potential patterns in your mood, mental state, or wellbeing based on the information you provide. These questions and analyses are intended solely to support your self-reflection and personal wellness. You acknowledge and agree that you are under no obligation to answer any questions, follow any suggestions, or rely on any analysis provided via the Output. Any decisions or actions you take based on such information are entirely your own responsibility.

4.3 You acknowledge and agree that, due to the nature of artificial intelligence, Output generated for you may not be unique, and the Platform may generate similar or identical Output for other users.

4.4 The Platform may offer culturally sensitive or personalized Output based on your preferences. However, we do not warrant that such Output will be appropriate, accurate, or complete for every user or context.

4.5 You are solely responsible for how you interpret and act on any Output provided.

4.6 We may use Content to operate, maintain, develop, and improve the Platform, comply with applicable law, enforce our policies, and maintain the safety and integrity of the Platform.

4.7 Artificial intelligence and machine learning are evolving technologies, and Output may at times be inaccurate, incomplete, misleading, or inappropriate, and is based models may reflect biases or limitations based on training data. By using the Platform, you acknowledge and agree that:

- (a) Output should not be relied upon as the sole source of truth or as a substitute for professional advice, including but not limited to medical, mental health, or other professional services;
- (b) You are responsible for evaluating the accuracy, completeness, and appropriateness of any Output for your purposes, including obtaining human review where appropriate, before relying on or sharing such Output;

- (c) Output must not be used for any purpose that could have a legal or material impact on a person's rights or well-being, including decisions relating to credit, education, employment, housing, insurance, legal, or medical matters; and
- (d) Output may not reflect our views or opinions, and references to third-party products, services, or organizations do not imply any affiliation, sponsorship, or endorsement.

5. USER'S REPRESENTATIONS, WARRANTIES & ACKNOWLEDGEMENTS

5.1 You represent and warrant that:

- (a) You are at least the age of majority in your jurisdiction, and understand and are willing to bear the risks associated with using the Platform. However, if you reside in a state, country or other jurisdiction that requires a higher minimum age or criteria for your use of the Platform or participation in the Products & Services, you must comply with the applicable laws and regulations in that jurisdiction;
- (b) You are not the subject of a voluntary or involuntary petition in bankruptcy or any voluntary or involuntary proceeding relating to insolvency, receivership or liquidation or contemplating ceasing your business;
- (c) You are not currently subject to any Sanctions and have not entered into or are not a party to any agreement, transaction or dealing which would result in any violation of any provision of any Sanctions;
- (d) You are not located, organized or resident in a country or territory that is the subject of Sanctions or the Financial Action Task Force's Blacklist; and/or
- (e) You are not listed in any list of sanctioned persons, including those maintained under any Sanctions, the List of Specially Designated Nationals and Blocked Persons or the Foreign Sanctions Evaders List maintained by the Office of Foreign Assets Control of the US Department of the Treasury.

5.2 You accept and acknowledge the following:

- (a) We do not provide any medical, mental health, therapeutic, or other professional advice, nor any recommendation regarding the suitability, quality, or outcome of any activity on the Platform and/or through our Products & Services. All content, tools, and interactions on the Platform are provided for general informational and wellness purposes only and are not a substitute for professional diagnosis, treatment, or advice. Nothing on the Platform should be construed or interpreted as medical or healthcare advice. You are solely responsible for evaluating the accuracy, adequacy, completeness, and reliability of any information provided through the Platform and should seek the advice of qualified professionals, such as licensed healthcare providers, before making decisions or taking any action based on such information;
- (b) If you disclose thoughts of self-harm or crisis situations, we may, in our sole and absolute discretion, pause normal interactions and provide you with information about crisis resources. We are not a substitute for emergency services and cannot guarantee response or intervention;
- (c) Any wellness assessments, quizzes, or similar tools available on the Platform are provided solely for informational and self-reflection purposes. They are optional, and are not clinical screenings, diagnostic instruments, or substitutes for professional medical or mental health advice. You are under no obligation to complete any quiz or assessment, and any results or insights generated are non-binding suggestions only. How you interpret or use such results is entirely your own responsibility;
- (d) We do not provide emergency medical or mental health services. If you believe you are in crisis, call emergency services or a crisis hotline in your area;
- (e) You are responsible for undertaking your own independent investigation and assessment of all Platform activities, and the independent verification of any information provided through the Platform;
- (f) You shall not automatically or programmatically extract data or Output, except as expressly permitted by us, represent that Output was human-generated when it was not, interfere with, disrupt, or attempt to circumvent any security measures, rate limits, protective restrictions, or safety mitigations we implement on the Platform or Products &

Services, and/or use Output or any part of the Platform to develop, train, or improve models or services that compete with us or our technology;

- (g) You may be required to agree to certain disclosures before being allowed to make any activity on the Platform;
- (h) You are fully aware of and understand the risks involved in any Platform use. Any use of the Platform shall be at your own risk;
- (i) To the fullest extent permitted by applicable law, we shall not be liable for any loss, damage or liability which you may incur in respect of any Platform use;
- (j) The Platform is dependent on the availability of telecommunication and internet access. Therefore, you accept the risk of any failure of access to an internet network due to local, hardware and/or software issues. We shall not be responsible for any communication failures, technical disruption, errors, or delays, howsoever caused, which you may experience when using the Platform;
- (k) We shall not be liable for any act or omission by you in respect of your use of the Platform and we accept no responsibility for any such act or omission;
- (l) We make no representation or warranty in relation to any activity offered on the Platform;
- (m) We reserve the right to discontinue any Platform feature at any time and in our sole and absolute discretion. In such circumstances, you shall not have any right, claim or cause of action in any way whatsoever against us in relation to such discontinuation; and
- (n) We have no obligation to provide you, the Platform and/or the Products & Services with any support or maintenance.

6. TERMINATION AND SUSPENSION OF ACCESS

6.1 We reserve the right to suspend and/or terminate your access to the Platform and/or Products & Services without notice or liability, at any time, in our sole and absolute discretion, including for

maintenance, security, or technical reasons, or where we have reason to suspect that you have breached the Agreement or committed any fraudulent or illegal activity in respect of use of the Platform and/or the Products & Services, or attempted to do so. Any such suspension and/or termination shall not affect any provisions of the Agreement, such as indemnification and limitations of liability, that are, by their nature, intended to survive.

7. ACCEPTABLE USE & RESTRICTIONS

7.1 You agree that you will only use the Platform and Products & Services for purposes that are legal, proper and in accordance with the Agreement and all applicable laws and regulations.

7.2 When using the Platform, you agree not to:

- (a) Upload, publish, provide, display, post or transmit any images or other content that is unlawful, obscene, harmful, hateful, invades the privacy of any person, contains nudity or pornography, or is otherwise objectionable;
- (b) Use the Platform in any way that is unlawful or breaches any policy or notice on the Platform or harms us or our service providers, licensors, representatives or any other user;
- (c) Use the Products & Services or any part thereof in any manner that could damage, disable, overburden or impair the Products & Services or any part thereof, or interfere with any other user's use and enjoyment of the Products & Services or any part thereof;
- (d) Modify, adapt, translate, or reverse engineer any portion of the Platform;
- (e) Attempt to gain unauthorized access to the Platform, the Products & Services or any part thereof, or the computer systems or networks connected to the Platform and/or the Products & Services, through hacking, password mining or any other means;
- (f) Engage in any activity that seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including but not limited to the deployment of viruses and denial of service attacks;

- (g) Use the Platform under false or fraudulent pretences;
- (h) Transmit any viruses, worms, defects, trojan horses or any items of a destructive nature to or through the Platform and/or the Products & Services;
- (i) Defame, abuse, harass, stalk, threaten or otherwise violate any legal rights, such as privacy rights, of any other person or entity;
- (j) Upload, publish, provide, display, post or transmit any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party, unless you are the owner of such rights or have the permission of the owner to do so;
- (k) Upload, publish, provide, display, post or transmit any materials that promote pyramid schemes, chain letters or disruptive commercial messages or advertisements, or anything else prohibited by law;
- (l) Run mail list or any form of auto-responder or “spam” on the Platform and/or the Products & Services;
- (m) Use manual or automated software, devices, or other processes to “crawl” or “spider” any page of the Platform, including to engage in the practices of “screen scraping,” “database scraping” or any other activity with the purpose of obtaining content or other information;
- (n) Interfere or attempt to interfere with the proper working of the Platform and/or the Products & Services or any activities conducted on the Platform, including to utilise framing or mirroring techniques to enclose any content or other proprietary information, place pop-up windows over the Platform pages, or otherwise affect the display of the Platform pages;
- (o) Impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of any materials;

- (p) Remove any copyright, trademark or other proprietary rights notices contained in or on the Platform and/or the Products & Services;
- (q) Use any robot, spider, site search or retrieval application, or other device to retrieve or index any portion of the Platform and/or the Products & Services or collect information about users for any unauthorised purpose;
- (r) Promote or provide instructional information about illegal activities or promote physical harm or injury against any person or entity;
- (s) Use the Platform and/or the Products & Services for any commercial purpose whatsoever other than for your personal use, including, without limitation, offering or selling any products or services of any kind, or making recommendations to other users;
- (t) Engage in any activity that seeks to defraud us or any other person or entity, including but not limited to providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another;
- (u) Attack the Platform via a denial-of-service (DoS) or distributed denial-of-service (DDoS) attack;
- (v) Impersonate us, any of our employees or representatives, another user, or any other entity; and/or
- (w) Use the Platform for any illegal purpose.

8. CONFIDENTIALITY

8.1 While using the Platform, you may come into contact with certain confidential information. You shall retain any confidential information received, in confidence, and shall not, without the prior written approval of the owner of such confidential information, publish or otherwise disclose to others, or use such confidential information.

8.2 You agree to take all reasonable steps to ensure that the confidential information is not disclosed or distributed to your employees, representatives or agents in violation of this

Agreement. You shall use at least the same degree of care in safeguarding the confidential information as the you use in safeguarding your own confidential information, but shall use not less than reasonable care and diligence. Upon receiving a written request from the owner of such confidential information, you will promptly destroy or return the confidential information received and any copies thereof.

9. THIRD-PARTY LINKS AND APPLICATIONS

9.1 The Platform may contain links to third-party sites. We do not endorse or control third-party sites and are not responsible for their content, availability, or security. The inclusion of any linked site is not, and shall not be construed to imply any affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information, material, products or services contained in or accessible through any linked site. We have no control over these linked sites and their content and we do not assume responsibility or liability for any such content or your use of or inability to use any linked site.

9.2 Your use of third-party sites and applications is at solely your own risk. We make no warranty that such third-party sites and applications will be free of computer viruses or other harmful code that can impact your computer or other web-access device. We disclaim all liability for third-party sites and applications. You hereby agree to release us from any claims or disputes related to third-party sites or applications.

9.3 Certain Products & Services may connect via Wi-Fi, Bluetooth, or similar technologies, which rely on third-party networks. We are not responsible for interruptions, vulnerabilities, or data loss caused by such third-party networks.

10. INTELLECTUAL PROPERTY

10.1 All Solace logos, tag lines, trademarks and/or other indications of source and quality (whether registered or protected under common law), graphics, design, interface, code, and content (including but not limited to databases, data, documents, designs, text, graphics, pictures, videos, information, software, music, sounds, underlying source codes, code repositories and other files, and their selection and arrangement), processes and the technology that powers the Platform and the Products & Services, and is made available to use from the Platform are owned

by us. We hold and retain rights, titles and interests to all intellectual property rights with respect to the Platform and the Products & Services.

10.2 You shall not modify, copy, distribute, reverse engineer, reproduce, republish, display, transmit, decompile, create derivative works from, transfer or sell in any form or by any means, in whole or in part, without our prior written permission, the Platform, the Products & Services and/or any of our intellectual property, or any part thereof.

10.3 If you believe any Platform content infringes your intellectual property rights, please contact us at [\[insert email address\]](#) with the proper notice.

11. INDEMNIFICATION

11.1 You agree to indemnify, defend and hold us, as well as our subsidiaries, affiliates, related companies, suppliers, licensors, partners and/or representatives, including the shareholders, officers, directors, employees, contractors, agents and representatives of each of them harmless from any and all claims, liability, damages, expenses and/or costs (including, but not limited to, attorneys' fees) arising out of or relating to your access to or use of the Platform and/or the Products & Services, or violation of the Agreement in any manner.

11.2 We reserve the right to but are not obligated to assume the exclusive defence and control of any matter for which you are required to provide any such indemnification, and you agree to cooperate with our defence of such claims. You agree not to settle any such matter without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding when we become aware of it.

12. LIMITATION OF LIABILITY & WARRANTY DISCLAIMER

12.1 We do not guarantee the accuracy of any information posted on the Platform, and if you choose to rely on such information, you do so at your own risk. We cannot guarantee and do not promise any specific results from use of the Platform and/or the Products & Services.

12.2 Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates or subsidiaries be liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits,

goodwill, use, data or other intangible property, arising out of or relating to any access or use of the Platform and/or the Products & Services, nor any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the Platform and/or the Products & Services or the information contained within them.

12.3 We assume no liability or responsibility for any:

- (a) Errors, mistakes or inaccuracies of any content available through the Platform and/or the Products & Services;
- (b) Risks disclosed, acknowledged and/or accepted by you;
- (c) Personal injury or property damage, of any nature whatsoever, resulting from any access or use of the Platform and/or the Products & Services;
- (d) Unauthorized access or use of any secure server or database in our control, or the use of any information or data stored therein;
- (e) Interruption or cessation of function related to the Platform and/or the Products & Services, for any reason including maintenance;
- (f) Bugs, viruses, trojan horses or the like that may be transmitted to or through the Platform and/or the Products & Services;
- (g) Errors or omissions in, or loss or damage incurred as a result of the use of, any content made available through the Platform and/or the Products & Services;
- (h) The acts, omissions or defamatory, offensive or illegal conduct of any other party;
- (i) Incorrect or improper functioning of any smart contracts or any other functions of the Platform and/or Products & Services;
- (j) Losses caused by unauthorized acts of our employees, agents, or contractors acting outside the scope of their duties or in violation of our policies, to the maximum extent

permitted

by

law;

- (k) Damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the Platform and/or the Products & Services or the information contained within them; and
- (l) Failed, incorrect or incomplete transactions.

12.4 Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates or subsidiaries be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by you to us in exchange for access to and use of the Platform and/or the Products & Services, or USD100, whichever is lesser. This limitation of liability applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability or any other basis, and even if we have been advised of the possibility of such liability. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages, and in those circumstances, some of the disclaimers and limitations set forth in this Agreement may not apply. This limitation of liability provision shall apply to the fullest extent permitted by law.

12.5 The Agreement is not intended to, and does not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived and eliminated.

12.6 Unless otherwise stated, we make no representation or warranty regarding the Platform's compliance with any state, international, federal, healthcare, medical or wellness, or other applicable law and regulation.

12.7 THE PLATFORM AND/OR THE PRODUCTS & SERVICES ARE OFFERED ON AN "AS-IS" BASIS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW AND REGULATION, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WITH RESPECT TO THE USE OF THE PLATFORM AND/OR THE PRODUCTS & SERVICES.

13. FORCE MAJEURE

13.1 Under no circumstances shall we be held liable for any delay or failure in performance of the Platform and/or the Products & Services resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, internet failures, network congestions, security breaches, bugs in technology stacks, computer failures, other equipment failures, electrical failures, strikes, labour disputes, riots, civil disturbances, fires, floods, storms, explosions, acts of God, war, disease or pandemics, governmental actions or non-performance of third parties.

14. NO WAIVER

14.1 Any failure to exercise or enforce any provision contained in the Agreement does not constitute any waiver of our right to exercise or enforce that provision at any subsequent time. A waiver of any of our rights under the Agreement shall only be valid if in writing and signed by us.

15. SEVERABILITY

15.1 If any provision contained in the Agreement is held invalid, illegal or unenforceable in any respect by a court or tribunal of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof. In such circumstances, the Agreement shall continue in force as if such invalid, unlawful or unenforceable provision was severed from the Agreement.

16. SUB-DELEGATION

16.1 We may sub-delegate, sub-contract or outsource the performance of any of our functions in connection with the Platform and/or the Products & Services.

17. ASSIGNMENT, NOVATION AND TRANSFER

17.1 The Agreement and any rights or obligations under the Agreement:

- (a) Shall be not assigned, novated and/or transferred by you except with our prior written consent; and
- (b) May be assigned, novated and/or transferred by us without restriction. Subject to the foregoing, the Agreement will bind and inure to our successors and permitted assigns.

18. ENGLISH TRANSLATION

18.1 If the Agreement is translated into a language other than English, the English text shall always prevail.

19. GOVERNING LAW & DISPUTE RESOLUTION

19.1 By visiting or using the Platform and/or the Products & Services, you agree that this Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

19.2 Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach, or termination, shall be finally resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in effect at the time of the dispute. The seat of arbitration shall be San Francisco, California. The arbitration shall be conducted in English by a single arbitrator. Judgment on the arbitral award may be entered in any court of competent jurisdiction.

19.3 You agree that any dispute, controversy, or claim you bring against us must be brought on an individual basis only and may not be brought as a plaintiff or class member in any purported class, consolidated, or representative proceeding. You agree that you shall not bring any class arbitration, class action, and/or other representative action against us. Only individual relief is available to you. However, this does not prevent either party from participating in a class-wide settlement.

19.4 You knowingly and irrevocably waive any right to trial by jury in any action, proceeding, or counterclaim.

19.5 To the extent permitted by law, any and all claims and/or causes of action that you may have against us and/or any of our representatives, arising out of the Agreement or otherwise, shall expire, extinguish and lapse 12 months after you become aware or could reasonably have become aware of the event or incident that has led to such claims and/or causes of action.

20. NOTICE

20.1 If you wish to send any notice to us or have any questions regarding the Agreement, please contact us at [insert email address]. We may provide you with notices, including notices of changes to the Agreement, in any manner, including by posting it on the Platform.

21. ENTIRE AGREEMENT

21.1 The Agreement contains the entire agreement between you and us with respect to the subject matter hereof, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, between you and us concerning the subject matter hereof.