Terms of Use for Huzi, Inc.

Last Updated: September 18, 2025

Thank you for using Huzi!

These Terms of Use apply to your use of Huzi's SaaS-level Al-powered platform, and our other services for individuals, along with any associated software applications and websites (all together, "Services"). These Terms form an agreement between you and Huzi, Inc., a Delaware company, and they include important provisions for resolving disputes through arbitration. By using our Services, you agree to these Terms.

Our Privacy Policy explains how we collect and use personal information. Although it does not form part of these Terms, it is an important document that you should read.

# 1. Registration and Access

Minimum Age: You must be at least 18 years old to use the Services. By agreeing to these Terms, you represent and warrant to us that you are at least 18 years old.

Registration: You must provide accurate and complete information to register for an account to use our Services. You may not share your account credentials or make your account available to anyone else and are responsible for all activities that occur under your account.

2. Using our Services

What You Can Do: Subject to your compliance with these Terms, you may access and use our Services. In using our Services, you must comply with all applicable laws.

What You Cannot Do: You may not use our Services for any illegal, harmful, or abusive activity. This includes, but is not limited to:

Using our Services in a way that infringes, misappropriates or violates anyone's rights.

Modifying, copying, leasing, selling or distributing any of our Services.

Attempting to or assisting anyone to reverse engineer, decompile or discover the source code or underlying components of our Services, including our models, algorithms, or systems.

Representing that Output was human-generated when it was not.

Interfering with or disrupting our Services, including circumventing any rate limits or restrictions. Using Output to develop models that compete with Huzi, Inc.

3. Content

Your Content: You may provide input to the Services ("Input"), and receive output from the Services based on the Input ("Output"). Input and Output are collectively "Content." You are responsible for Content, including ensuring that it does not violate any applicable law or these Terms. You represent and warrant that you have all rights, licenses, and permissions needed to provide Input to our Services.

Ownership of Content: As between you and Huzi, and to the extent permitted by applicable law, you (a) retain your ownership rights in Input and (b) own the Output. We hereby assign to you all our right, title, and interest, if any, in and to Output.

Our Use of Content: We may use Content only to the extent necessary to provide, maintain, and secure the Services, comply with applicable law, and enforce our terms and policies. Huzi, Inc. will not use your Content to train our models.

### 4. Paid Accounts

Billing: If you purchase any Services, you will provide complete and accurate billing information, including a valid payment method. For paid subscriptions, we will automatically charge your payment method on each agreed-upon periodic renewal until you cancel. You're responsible for all applicable taxes, and we'll charge tax when required.

Cancellation: You can cancel your paid subscription at any time. Payments are non-refundable, except where required by law.

Changes: We may change our prices from time to time. If we increase our subscription prices, we will give you at least 30 days' notice and any price increase will take effect on your next renewal.

5. Disclaimer of Warranties & Limitation of Liability

OUR SERVICES ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SERVICES, AND DISCLAIM ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT.

NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. OUR AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE OR ONE HUNDRED DOLLARS (\$100).

## 6. Dispute Resolution

YOU AND HUZI, INC. AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:

MANDATORY ARBITRATION: You and Huzi, Inc. agree to resolve any claims arising out of or relating to these Terms or our Services through final and binding arbitration.

Informal Dispute Resolution: Before filing a claim, each party agrees to try to resolve the dispute informally by contacting the other. If we cannot resolve a dispute within 60 days, either party may initiate arbitration.

Arbitration Forum: Either party may commence arbitration with the American Arbitration Association (AAA) under its Commercial Arbitration Rules.

Governing Law: The laws of the State of Delaware will govern these Terms except for its conflicts of laws principles.

CLASS AND JURY TRIAL WAIVERS: You and Huzi, Inc. agree that Disputes 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. Class arbitrations, class actions, and representative actions are prohibited. You and Huzi, Inc. knowingly and irrevocably waive any right to trial by jury.

## 7. Copyright Complaints

If you believe that your intellectual property rights have been infringed, please send notice to the address below:

Huzi, Inc. 11908 Southeast Koala Drive Happy Valley, Oregon 97086 Attn: General Counsel / Copyright Agent

## 8. General Terms

Assignment: You may not assign or transfer any rights or obligations under these Terms. We may assign our rights or obligations under these Terms to any affiliate, subsidiary, or successor. Changes to these Terms: We are continuously working to develop and improve our Services. We may update these Terms from time to time. We will give you advance notice of changes to these Terms that materially adversely impact you. If you do not agree to the changes, you must stop using our Services.

Entire Agreement: These Terms contain the entire agreement between you and Huzi, Inc. regarding the Services and supersede any prior or contemporaneous agreements between you and Huzi, Inc.