

Empiri Group Inc.

Terms of Use

1. General

- 1.1 Welcome to the website of Empiri Group Inc. and its affiliates (the “**Company**”) at empiri.ai (the “**Website**”).
- 1.2 Use of the Website is subject to these terms of use (the “**Terms of Use**” or the “**Terms**”) and the Company’s privacy policy empiri.ai/privacy (the “**Privacy Policy**”). Please read them carefully, as they constitute a binding agreement between you and the Company. Your use of the Website constitutes your consent to them. Please also reread them from time to time, as they may be updated (the last update date appears in the heading).
- 1.3 If you do not agree to the Terms of Use or the Privacy Policy, you must refrain from any use of the Website.
- 1.4 You may contact the Company with any question regarding the Website or the Terms of Use by email at: contact@empiri.ai and the Company will make reasonable efforts to respond as soon as reasonably possible.

2. TheWebsite

- 2.1 The Website is intended to provide information about the Company, its activities, and its products.
- 2.2 The information on the Website is provided for informational purposes only and does not constitute an offer for sale, a commitment to sell, or advice on behalf of the Company.
- 2.3 The Company may update or change the Website from time to time at its discretion and may suspend or discontinue its operation with or without prior notice. The Company shall have no liability for any such change, suspension, or discontinuation of the Website.
- 2.4 The Website is offered for use “as is”, with all its features, defects, and limitations. Although the Company takes reasonable measures to ensure that the Website is available, accessible, free of defects, technological disruptions, or errors in content at all times, the Company does not warrant that the Website will be available at all times or free of malfunctions, disruptions, or errors. If the Company becomes aware of malfunctions, disruptions, or errors on the Website, it will use reasonable efforts to attempt to correct them (without warranting that it will succeed in doing so), and except for the foregoing, the Company (as well as any company affiliated with it, including their employees, directors, or owners) shall not be liable for any damage caused by use of the Website, reliance on the information, or inability to use the Website (including unavailability, defect, disruption, or error).

3. Use of the Website

- 3.1 The Website is open to everyone and may be browsed solely for lawful personal use of its content.
- 3.2 Any use of the Website other than for its intended purposes is prohibited, including any unlawful use or use that may harm the Website, its systems, the information on it, other users of the Website, or the Company. Without limiting the foregoing, the following are prohibited:
 - 3.2.1 use the Website for any unlawful purpose or in violation of law;
 - 3.2.2 copy, reproduce, modify, publish, or distribute content from the Website without the Company’s prior written approval;

- 3.2.3 take any action that may disrupt the operation of the Website or impair its security;
 - 3.2.4 collect information from the Website by automated or technological means;
 - 3.2.5 display the Website or its content within another website in a misleading or offensive manner.
- 3.3 The Company may, in its sole discretion, block or restrict access to the Website by users who act in violation of these Terms and pursue any legal remedy available to it.

4. **Intellectual Property**

- 4.1 All intellectual property rights in the Website, including in the Website's code and the content published on it, are owned by the Company or by third parties that have authorized the Company to use them. Intellectual property rights include, among other things: patents and patent applications, copyrights, trade names and trademarks, domain names, trade secrets, designs, and any other intellectual property right, whether registered, unregistered, or registrable, in the United States or anywhere else in the world.
- 4.2 The Website's content may not be copied, nor may any action be taken that infringes the Company's intellectual property rights in the Website (or those of third parties whose content the Company uses on the Website). This includes copying, distributing, transmitting, providing to a third party, publicly displaying, or publishing the information, in whole or in part, in any form or by any means, including electronic or technical means, without the Company's prior written consent.
- 4.3 The Company respects third-party rights. If you believe that certain content published on the Website infringes your rights, please contact the Company through any of the contact methods, and your inquiry will be addressed as soon as reasonably practicable.**

5. **Links**

- 5.1 The Website may include links to third-party websites.
- 5.2 Links are intended to facilitate browsing the Internet. Unless expressly stated otherwise, third-party websites are not controlled or monitored by the Company, and the Company has no and will have no liability for them. In particular: the Company is not responsible for the content (including its accuracy) or tools available on third-party websites; the Company does not warrant that the links will function properly at all times or in fact lead to third-party websites.
- 5.3 The inclusion of links on the Website does not constitute a recommendation, expression of opinion, encouragement, or any representation by the Company regarding third-party websites, including the information published on them and the services provided on them.

6. **Limited Warranty and Limited Liability**

Although the Company makes efforts to ensure the Website's availability and proper functioning at all times, its practical ability to do so is limited, if not nonexistent. Accordingly, the Company does not warrant that the Website will be available or free of defects, malfunctions, or disruptions. The Company's sole responsibility is that, whenever it is notified of malfunctions, disruptions, or errors on the Website, it will use reasonable efforts to attempt to correct them (without warranting that it will succeed in doing so, either at all or within any particular timeframe). In no event and under no circumstances will the Company be liable, whether in contract, tort, or under any other legal theory, for any monetary or other damage (direct, indirect, consequential, or any other damage of any kind), expense, cost, inconvenience, distress, harm to name or reputation, or the like, arising from use of the Website (including information published on it) or inability to use it.

7. **Miscellaneous**

- 7.1. Update of the Terms of Use - The Company may update the Terms of Use from time to time at its discretion. The date of the last update will be published in the heading.
- 7.2. Use of the Website, including any matter relating to the Terms of Use, shall be governed exclusively by the laws of the State of Delaware (without giving effect to references to other laws). The state and federal courts located in the State of Delaware shall have exclusive jurisdiction over any matter relating to the Website or the Terms of Use.