

OneTone Terms of Use

Please read these Terms of Use (collectively with OneTone's **Privacy Policy**, the "**Terms of Use**") fully and carefully before using the OneTone Application located at <https://onetone.ai/> (the "**Site**"), and related software, (the "**Software**") and services, features or content offered by LOLO.zone Inc. d/b/a/ OneTone ("**OneTone**", "**we**", "**us**" or "**our**"), (the "**Services**"). These Terms of Use set forth the legally binding terms and conditions for your use of the Site and the Services.

By creating a User Account, using the Application or using the Services in any manner, including but not limited to visiting or browsing the Site, you understand and agree to these Terms of Use and all other operating rules, policies and procedures that may be published from time to time on the Site by us, each of which is incorporated by reference and each of which may be updated from time to time without notice to you.

Introductory Provisions and Terms

The **Application** is software that acts as a smart assistant for communicating with your end customers by supporting staff to answer customer questions and uses machine learning to further develop its ML model and improve your user experience. The **Services** are all services that we offer you within or in connection with the Application. The Services provide, in particular, the user interface which integrates the Application for individual members of your team, making analytical tools available, monitoring and reporting your results, as well as providing advanced license options, Application integrations, providing multiple language support and possible access to API or on-site integration on your hardware devices. **We, us, OneTone** means the company LOLO.zone Inc., 1 Sansome Street. Suite 3500. San Francisco. 94104, California, USA. The **Client** is you, a legal entity or a natural person who is interested in using the Application and all related Services. If you accept or agree to the Terms of Use on behalf of a company or other legal entity ("**Legal Entity**"), you represent and warrant that you have the authority to bind that Legal Entity to the Terms of Use and, in such an event, "you" and "your" will refer and apply to that company or legal entity. A **User Account** is created by you and is a necessary condition for the integration of the Application and the further provision of the Services. Registration can only be done using standard login details.

Our mutual rights and obligations are determined by these Terms of Use, the information on the Site and our Privacy Policy, including the content to which the Privacy Policy refers, as effective on the date of User Account creation or use of the Application. If we agree with you on individual terms of service and license, the individual agreement always takes precedence, and these Terms of Use apply only to the extent not regulated by the individual agreement.

The Agreement is concluded for the period during which the User Account is established (if you use the "Free" tariff) or the period during which you are an active subscriber to our Services as described below under Subscriptions.

Eligibility

You must be at least 18 years of age to make purchases or submit content. If you are under the age of majority under the laws which apply to you, your parent or other legal representative must agree to the Terms of Use on your behalf, otherwise you may not use the Services. We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Use are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where they are prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation.

License and IP

The Site, Application, Software and Services are protected by copyright, trademark and other laws of the United States and foreign countries. Except as expressly provided in these Terms of Use, OneTone and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You may use the Application only to the extent that we make it available to you.

Services and licenses for the Application are provided through a monthly subscription according to the Price List at <https://onetone.ai/plans> (the "Price List"). The license may be granted free of charge, depending on the version selected. The license fee is always included in the total price of the subscription.

As part of your license, we provide you with the appropriate number of licenses according to the selected tariff for "agents" (your employees who communicate directly with end customers) and "supervisors" (communication managers) who supervise customer support communication and individual agents). You acknowledge that full responsibility for the activities of such persons within the Application and Services.

This license agreement also governs the use of any updates to the Application to replace or supplement the original Application, unless such update is associated with a separate license, where the terms of the separate license take precedence.

The Application cannot be used in a way that would infringe on our rights. We reserve all rights which you are not entitled to under the Terms of Use. Therefore, **you may not:** reproduce or distribute the Application or its elements including the user interface design elements, its content, or any other protected content made available to you as part of the provision of the Services; modify the Application, its elements (including graphic elements), its content, or any other protected content, and create derivative works from them; use any content made available to you within the Application outside this Application, in particular to record it or otherwise circumvent the technical elements used to protect it; extract the content of the Services or databases available through the Application; or perform reverse engineering applications.

It is not possible to assign or sublicense the license, not even in part, with the exception of partner companies within the Client's group. You may not provide the Application in any other way for use by third parties other than your employees and collaborators.

You acknowledge that you do not have any rights in connection with our trademarks, names or other legal designations, whether registered or unregistered.

Provision of Data

In order for the Application to further learn, adapt, and perform the necessary analysis and monitoring, access to data is required. The Application downloads data (relating to customer communication) from the system into which it is integrated ("input data") for further machine learning purposes, anonymizing and / or pseudonymization of this data to the extent necessary. It then obtains the information necessary for the provision of analytical, monitoring and reporting Services, which we have undertaken to provide to you. The process improves its ML model so that it adapts to your needs as much as possible in the future.

If the input data includes personal data of third parties, we personally anonymize or pseudonymize this personal data upon receipt before the start of the machine learning processes. However, for the purposes of our machine learning, some personal information (such as first and last name) needs to be used to train the ML Model Application. Therefore, we do not anonymize this data in the first phase of learning, but pseudonymize it so that the Application can learn.

We value your privacy and only use input data exclusively for the provision of analytical, monitoring and reporting services and learning for the Application. Once the Application has learned from the input data, we automatically dispose of it. The data is always secured and we have taken all necessary technical and organizational measures to prevent any leakage.

You acknowledge that by providing input data you do not acquire any rights to the Application or its individual parts. All intellectual property rights in the Application belong to us. The Application is fully subject to our intellectual property and we exercise property rights to it.

Fees

The registration of the User Account itself is free of charge and provides you with immediate access to the Application's user interface and other options according to the current Price List. In addition to the "Free" tariff, we also provide other versions according to the tariffs listed in the Price List.

OneTone may determine and add the appropriate tax to the price for the Services in the Application.

Payment for the tariff will be made in advance for the selected invoicing period via the payment gateway or by bank transfer on the basis of the issued advance invoice. Please note that the

payment gateway is operated by another provider and is made according to the service provider's own conditions. You will always be redirected to the payment gateway's Site to make the payment.

For greater simplicity, you will allow us to authorize your card for a subscription once you have selected a plan through the payment gateway and subsequent payments can be deducted from the card. In the event that it is not possible to deduct the payment, we are entitled to suspend further provision of our Services, including blocking access to the Application, at least until the agreed price is paid by credit card or another payment method. When paying by credit card, the price for the Services is payable immediately after their order. When paying by bank transfer, the price for the Services is payable by the date stated on the invoice. You must inform us immediately of any changes to your billing or contact details.

Other Rights and Obligations

You can create a User Account yourself, or we can create one for you according to your order for our Services. Based on the order, we will then contact you to clarify the necessary facts, in particular who registered the User Account, who acts on behalf of your company, as well as the scope of the order. If everything is in order, we will proceed by default to approve your order and to create your account and start the provided Services.

We can successfully provide you with our Services only with your cooperation. We will always inform you of any specific requirements before integrating the Application, at the latest when ordering or launching the Service. You acknowledge that you are obliged to comply with such conditions and to provide cooperation. Otherwise, we are not responsible for delays in providing the Services. The provision of the Services by us is also conditioned by the fulfillment of selected technical requirements necessary to run the Application on your part.

Termination

You can cancel your account at any time via the appropriate button located directly in the Application. At the end of the period of your activated tariff, the provision of the Services and our contractual relationship will be terminated.

We may terminate your account or prevent further provision of the Services without notice in the following cases: fake User Accounts, impersonation or other distortion of relationships with another person / entity and / or intentionally misrepresentation of data within the User Account; violation of these Terms of Use, generally binding legal regulations, good morals, generally accepted ethical principles and / or aiding or abetting or committing illegal activity; decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services; modify, translate, or otherwise create derivative works of any part of the Services; copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder; or any unauthorized interference with the Application, the content of the Services provided or any other interference with our intellectual property or designation rights (whether registered or unregistered) or similar rights of our partners that we

use to provision of services; any action to disrupt the functionality or security of the Application or our Site and / or improperly load the Application, its supporting architecture, or the Site; unauthorized access to the Application, the Site and / or the content of the Services provided; delay in any payment under these Terms of Use; massive and batch download of the contents of the databases of our Application. If you are not sure whether your use could not be based on a massive batch download, ask us via info@onetone.ai.

Liability for Defects

We strive to keep our Site and Applications running continuously on as many web browsers and devices as possible. Unfortunately, it is not ruled out that the Site or the Application will be inaccessible from time to time and will not work perfectly with some older browsers. In the event that the Site or the Application do not work for you or you encounter an error, please do not hesitate to contact us at info@onetone.ai.

We are not liable for damages or data loss caused by the use of the Application and the Services provided, if they were caused by you, third parties or independently of our actions. Furthermore, we are not liable for damages caused by using the Application in violation of the Terms of Use, our instructions, unprofessional intervention in the Application, insufficient security of your local network, a hacker attack or other similar external intervention, or by a malfunction of third-party programs installed on your devices.

We are not responsible for the availability, content and functionality of third party Sites that may be visited through a link located on our Site.

We strive to ensure the highest quality of the Services provided, but it may happen that the Service you order will still not meet the guaranteed parameters. If the Application does not work properly or you are not satisfied with the Services we provide, you can contact us at any time at info@onetone.ai. In such a case, we will treat your notification as a claim for defects and will respond within 30 days at the latest. In all cases, we will try to resolve the situation to the satisfaction of both parties, for example, to offer you a discount on the provided Service, increase your temporarily used tariff without the right to remuneration. Your right to request a refund remains if there was a partial defect or whether it was not possible to provide the Service at all.

Our obligation to compensate for damage caused by defective provision of the Services is limited to an amount corresponding to 30% of the total amount of all remuneration you have paid for the last 12 calendar months. If the damage was caused by incorrect handling of input data on our part, we are liable for the damage in full. However, if you have provided input data without your being authorized to do so in accordance with valid and effective legislation, this will not be considered incorrect handling of input data on our part.

THE SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR AFFILIATES DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

Limitation of Liability

IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF \$100.

Arbitration

YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US OR OUR OFFICERS, DIRECTORS OR EMPLOYEES IN THEIR CAPACITY AS SUCH (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THESE TERMS OF SERVICE, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION IN ACCORDANCE WITH THE STREAMLINED ARBITRATION RULES AND PROCEDURES OF JAMS, INC. THEN IN EFFECT, AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY; PROVIDED, HOWEVER, THAT TO THE EXTENT THAT YOU HAVE IN ANY MANNER VIOLATED OR THREATENED TO VIOLATE OUR INTELLECTUAL PROPERTY RIGHTS, WE MAY SEEK INJUNCTIVE OR OTHER APPROPRIATE RELIEF IN ANY STATE OR FEDERAL COURT IN THE STATE OF DELAWARE DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. AS AN ALTERNATIVE, YOU MAY BRING YOUR CLAIM IN YOUR LOCAL "SMALL CLAIMS" COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT'S RULES AND IF WITHIN SUCH COURT'S JURISDICTION, UNLESS SUCH ACTION IS TRANSFERRED, REMOVED OR APPEALED TO A DIFFERENT COURT. YOU MAY BRING CLAIMS ONLY ON YOUR OWN BEHALF. NEITHER YOU NOR WE WILL PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION FOR ANY CLAIMS COVERED BY THIS AGREEMENT TO ARBITRATE. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON

ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS

Final Provisions

Contractual relations arising in connection with or on the basis of a contract for the provision of services between us and you shall be governed by and construed in accordance with the internal laws of the Delaware, including its conflicts of law rules, and the United States of America. Subject to the Arbitration Section above, you agree that any dispute arising from or relating to the subject matter of these Terms of Use shall be governed by the exclusive jurisdiction and venue of the state and Federal courts of Delaware.

We may unilaterally change the conditions to reflect changes in our costs or changes in the legal regulation of the area in which we operate and within which we provide Services or due to the development of technologies used in providing Services. We will always notify you of changes to the Terms of Use to the e-mail address provided during registration.

In the event that you do not wish to be bound by the proposed change to the Terms of Use, you have the right to reject the change and terminate the provision of services with 14 days' notice by sending an e-mail to info@onetone.ai. We will cancel your User Account on the expiration date. If you do not send us a notice by sending a notification according to the previous sentence or you do not cancel your User Account within the time limit, it is considered that you agree with the new Terms of Use.

In the event that we enter into other individual contracts for the provision of Services on the basis of or in connection with these Terms of Use, specific contracts may be amended only by written amendment, which must be in paper form, signed by representatives of us and you, or in electronic form with qualified electronic signatures. In the event of a conflict between the provisions of these Terms of Use and the individual agreement of the parties, the provisions of such agreement and any amendments shall prevail.

If any part of these Terms of Use is invalid, this will not affect the validity of the other provisions.

In San Francisco on 1.1.2022