

# Terms of Service

Updated at 2022-10-31

## General Terms

By accessing and placing an order with Adaptive Automation Technologies Inc., you confirm that you are in agreement with and bound by the terms of service contained in the Terms & Conditions outlined below. These terms apply to the entire website and any email or other type of communication between you and Adaptive Automation Technologies Inc.

Under no circumstances shall Adaptive Automation Technologies Inc. team be liable for any direct, indirect, special, incidental or consequential damages, including, but not limited to, loss of data or profit, arising out of the use, or the inability to use, the materials on this site, even if Adaptive Automation Technologies Inc. team or an authorized representative has been advised of the possibility of such damages. If your use of materials from this site results in the need for servicing, repair or correction of equipment or data, you assume any costs thereof.

Adaptive Automation Technologies Inc. will not be responsible for any outcome that may occur during the course of usage of our resources. We reserve the rights to change prices and revise the resources usage policy at any moment.

## License

Adaptive Automation Technologies Inc. grants you a revocable, non-exclusive, non-transferable, limited license to use the services strictly in accordance with the terms of this Agreement.

These Terms of Service are a contract between you and Adaptive Automation Technologies Inc. (referred to in these Terms & Conditions as "Adaptive Automation Technologies Inc.", "us", "we" or "our"), the provider of the Adaptive Automation Technologies Inc. website and the services accessible from the Adaptive Automation Technologies Inc. website (which are collectively referred to in these Terms & Conditions as the "Adaptive Automation Technologies Inc. Services").

You are agreeing to be bound by these Terms & Conditions. If you do not agree to these Terms & Conditions, please do not use the Adaptive Automation Technologies Inc. service. In these Terms & Conditions, "you" refers both to you as an individual and to the entity you represent. If you violate any of these Terms & Conditions, we reserve the right to cancel your account or block access to your account without notice.

This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the services, or any intellectual property rights. Except for the limited rights expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or license or other right, title, or interest in or to the Provider IP.

## Definitions and key terms

To help explain things as clearly as possible in this Terms & Conditions, every time any of these terms are referenced, are strictly defined as:

- **Cookie:** small amount of data generated by a website and saved by your web browser. It is used to identify your browser, provide analytics, remember information about you such as your language preference or login information.
- **Company:** when this policy mentions “Company,” “we,” “us,” or “our,” it refers to Adaptive Automation Technologies Inc., 35111f Newark Boulevard, 356, Newark, CA 94560 that is responsible for your information under this Terms & Conditions.
- **Country:** where Adaptive Automation Technologies Inc. or the owners/founders of Adaptive Automation Technologies Inc. are based, in this case is United States
- **Device:** any internet connected device such as a phone, tablet, computer or any other device that can be used to visit Adaptive Automation Technologies Inc. and use the services.
- **Service:** refers to the service provided by Adaptive Automation Technologies Inc. available via <https://app.adaptive.live>.
- **Provider IP:** means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing, including Aggregated Statistics and any information, data, or other content derived from Provider’s monitoring of Customer’s access to or use of the Services.
- **Third-party service:** refers to advertisers, contest sponsors, promotional and marketing partners, and others who provide our content or whose products or services we think may interest you.
- **Website:** Adaptive Automation Technologies Inc.’s site, which can be accessed via this URL: <https://www.adaptive.live/>
- **You:** a person or entity that is registered with Adaptive Automation Technologies Inc. to use the Services.

## Restrictions

You agree not to, and you will not permit others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the services or make the services available to any third party.
- Use the services for any purposes beyond the scope of the access granted in this Agreement.
- Access or use the services provided other than the users Authorized to use the service.
- Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the services.
- Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Adaptive Automation Technologies Inc. or its affiliates, partners, suppliers or the licensors of the services.

In connection with the use of the Services and performance of this Agreement, Customer will, and will cause the Administrator and all End Users to, adhere to:

- All applicable international, federal, state and local laws, rules, regulations, directives and other requirements of any governmental authority of competent jurisdiction currently in effect and as they become effective.
- Any other terms or policies communicated in writing to Customer by Provider from time to time.

## Payment Terms

By signing up for the services, you expressly agree that we are authorized to charge you for: (i) the fees for the applicable License billed on a monthly basis in advance unless otherwise specified in the payment plan you choose when purchasing your License or a Sales Order between you and Adaptive Automation Technologies Inc., as applicable, (ii) any other fees for Services you may purchase, and (iii) any applicable taxes in connection with your use of the Services, to the credit card or other payment method you provide, and to reimburse us for all collection costs and interest for any overdue amounts.

Provider reserves the right to modify the fees payable for renewal terms at the expiration or termination of this Agreement or if Customer consents in writing to add additional features to the Services. If Customer fails to make any payment when due, any outstanding Fees or other amounts that are due and payable to Provider are subject to a finance charge of one and one-half percent (1.5%) per month, or the maximum permitted by law, whichever is lower, plus all reasonable expenses of collection of any late payments or interest, including attorneys' fees, court costs and collection agency fees.

## Your Suggestions

Any feedback, comments, ideas, improvements, suggestions, bug reports, etc. (collectively, "Suggestions") you may choose to or we may invite you to submit to Adaptive Automation Technologies Inc. with respect to the services shall remain the sole and exclusive property of Adaptive Automation Technologies Inc.

Adaptive Automation Technologies Inc. shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

## Your Consent

We've updated our Terms & Conditions to provide you with complete transparency into what is being set when you visit our site and how it's being used. By using our app, registering an account, or making a purchase, you hereby consent to our Terms & Conditions.

## Links to Other Websites

These Terms & Conditions apply only to the Services. The Services may contain links to other websites not operated or controlled by Adaptive Automation Technologies Inc. We are not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Please remember that when you use a link to go from the Services to another website, our Terms & Conditions are no longer in effect. Your browsing and interaction on any other website, including those that have a link on our platform, is subject to that website's own rules and policies. Such third parties may use their own cookies or other methods to collect information about you.

## Cookies

Adaptive Automation Technologies Inc. uses "Cookies" to identify the areas of our website that you have visited. A Cookie is a small piece of data stored on your computer or mobile device by your web browser. We use Cookies to enhance the performance and functionality of our app but are non-essential to their use. However, without these cookies, certain functionality may become unavailable or you would be

required to enter your login details every time you visit the app as we would not be able to remember that you had logged in previously. Most web browsers can be set to disable the use of Cookies. However, if you disable Cookies, you may not be able to access functionality on our website correctly or at all. We never place Personally Identifiable Information in Cookies.

## Changes To Our Terms & Conditions

You acknowledge and agree that Adaptive Automation Technologies Inc. may stop (permanently or temporarily) providing the Service (or any features within the Service) to you or to users generally at Adaptive Automation Technologies Inc.'s sole discretion, without prior notice to you. You may stop using the Service at any time. You do not need to specifically inform Adaptive Automation Technologies Inc. when you stop using the Service. You acknowledge and agree that if Adaptive Automation Technologies Inc. disables access to your account, you may be prevented from accessing the Service, your account details or any files or other materials which are contained in your account.

If we decide to change our Terms & Conditions, we will post those changes on this page, and/or update the Terms & Conditions modification date above.

## Modifications to Our Services

Adaptive Automation Technologies Inc. reserves the right to modify, suspend or discontinue, temporarily or permanently, the service or any part of service to which it connects, with or without notice and without liability to you.

## Updates in our Services

Adaptive Automation Technologies Inc. may from time to time provide enhancements or improvements to the features/ functionality to the services, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete or upgrade certain features and/or functionalities in the services. You agree that Adaptive Automation Technologies Inc. has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the service to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the service, and (ii) subject to the terms and conditions of this Agreement.

## Beta Services

Certain aspects of the Services may be in beta form as designated by Provider from time to time ("**Beta Services**"). In addition to the disclaimers of warranty set out in this Agreement, the Beta Services are provided on an as-is basis with the express understanding that they may not have been tested, have faults, and may not be as secure as other elements of the Services. Any indemnity, representation or warranty that Provider provides herein does not apply to the Beta Services.

Provider reserves the right to terminate the Beta Services at any time, even if Customer has relied on them as a material inducement to enter into this Agreement. Provider makes no guarantee that Beta Services will be put into production or will otherwise be offered as a feature to the Services for all customers of Provider.

## Third-Party Services

- We may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third- Party Services").
- You acknowledge and agree that Adaptive Automation Technologies Inc. shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Adaptive Automation Technologies Inc. does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.
- Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

## Term and Termination

- This Agreement shall remain in effect until terminated by you or Adaptive Automation Technologies Inc.
- Adaptive Automation Technologies Inc. may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.
- This Agreement will terminate immediately, without prior notice from Adaptive Automation Technologies Inc., in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the app and all copies thereof from your computer.
- Upon termination of this Agreement, you shall cease all use of the service.
- Termination of this Agreement will not limit any of Adaptive Automation Technologies Inc.'s rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

## Copyright Infringement Notice

- If you are a copyright owner or such owner's agent and believe any material on our service constitutes an infringement on your copyright, please contact us setting forth the following information: (a) a physical or electronic signature of the copyright owner or a person authorized to act on his behalf; (b) identification of the material that is claimed to be infringing; (c) your contact information, including your address, telephone number, and an email; (d) a statement by you that you have a good faith belief that use of the material is not authorized by the copyright owners; and (e) the a statement that the information in the notification is accurate, and, under penalty of perjury you are authorized to act on behalf of the owner.

## Indemnification

- You agree to indemnify and hold Adaptive Automation Technologies Inc. and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the app; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

## Exclusion of Warranties

- The services provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, Adaptive Automation Technologies Inc., on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, Adaptive Automation Technologies Inc. provides no warranty or undertaking, and makes no representation of any kind that the service will meet your requirements, achieve any intended results, be compatible or work with any other software, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.
- Without limiting the foregoing, neither Adaptive Automation Technologies Inc. nor any Adaptive Automation Technologies Inc.'s provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the service, or the information, content, and materials or products included thereon; (ii) that the service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the service; or (iv) that the service, its servers, the content, or e-mails sent from or on behalf of Adaptive Automation Technologies Inc. are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.
- Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

## Limitation of Liability

- Notwithstanding any damages that you might incur, the entire liability of Adaptive Automation Technologies Inc. and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the services.
- To the maximum extent permitted by applicable law, in no event shall Adaptive Automation Technologies Inc. or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the services, third-party software and/or third-party hardware used with the services, or otherwise in connection with any provision of this Agreement), even if Adaptive Automation Technologies Inc. or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.
- Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## Severability

- If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

- This Agreement, together with the Privacy Policy and any other legal notices published by Adaptive Automation Technologies Inc. on the Services, shall constitute the entire agreement between you and Adaptive Automation Technologies Inc. concerning the Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Adaptive Automation Technologies Inc.'s failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AND Adaptive Automation Technologies Inc. AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

## Waiver

- Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach.

## Amendments to this Agreement

- Adaptive Automation Technologies Inc. reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.
- By continuing to access or use our app after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Adaptive Automation Technologies Inc..

## Entire Agreement

- The Agreement constitutes the entire agreement between you and Adaptive Automation Technologies Inc. regarding your use of the service and supersedes all prior and contemporaneous written or oral agreements between you and Adaptive Automation Technologies Inc..
- You may be subject to additional terms and conditions that apply when you use or purchase other Adaptive Automation Technologies Inc.'s services, which Adaptive Automation Technologies Inc. will provide to you at the time of such use or purchase.

## Updates to Our Terms

- We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account.

## Intellectual Property

- The services and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Adaptive Automation Technologies Inc., its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The material may not be copied, modified, reproduced, downloaded or distributed in any way, in whole or in part, without the express prior written permission of Adaptive Automation Technologies Inc., unless and except as is expressly provided in these Terms & Conditions. Any unauthorized use of the material is prohibited.

## Agreement to Arbitrate

- This section applies to any dispute EXCEPT IT DOESN'T INCLUDE A DISPUTE RELATING TO CLAIMS FOR INJUNCTIVE OR EQUITABLE RELIEF REGARDING THE ENFORCEMENT OR VALIDITY OF YOUR OR Adaptive Automation Technologies Inc.'s INTELLECTUAL PROPERTY RIGHTS. The term "dispute" means any dispute, action, or other controversy between you and Adaptive Automation Technologies Inc. concerning the Services or this agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

## Notice of Dispute

- In the event of a dispute, you or Adaptive Automation Technologies Inc. must give the other a Notice of Dispute, which is a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute via email to: [info@adaptive.live](mailto:info@adaptive.live). Adaptive Automation Technologies Inc. will send any Notice of Dispute to you by mail to your address if we have it, or otherwise to your email address. You and Adaptive Automation Technologies Inc. will attempt to resolve any dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, you or Adaptive Automation Technologies Inc. may commence arbitration.

## Binding Arbitration

- If you and Adaptive Automation Technologies Inc. don't resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. The dispute shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. Any and all legal, accounting, and other costs, fees, and expenses incurred by the prevailing party shall be borne by the non-prevailing party.



## Submissions and Privacy

- In the event that you submit or post any ideas, creative suggestions, designs, photographs, information, advertisements, data or proposals, including ideas for new or improved products, services, features, technologies or promotions, you expressly agree that such submissions will automatically be treated as non-confidential and non-proprietary and will become the sole property of Adaptive Automation Technologies Inc. without any compensation or credit to you whatsoever. Adaptive Automation Technologies Inc. and its affiliates shall have no obligations with respect to such submissions or posts and may use the ideas contained in such submissions or posts for any purposes in any medium in perpetuity, including, but not limited to, developing, manufacturing, and marketing products and services using such ideas.

## Promotions

- Adaptive Automation Technologies Inc. may, from time to time, include contests, promotions, sweepstakes, or other activities (“Promotions”) that require you to submit material or information concerning yourself. Please note that all Promotions may be governed by separate rules that may contain certain eligibility requirements, such as restrictions as to age and geographic location. You are responsible to read all Promotions rules to determine whether or not you are eligible to participate. If you enter any Promotion, you agree to abide by and to comply with all Promotions Rules.
- Additional terms and conditions may apply to purchases of goods or services on or through the Services, which terms and conditions are made a part of this Agreement by this reference.

## Typographical Errors

In the event a product and/or service is listed at an incorrect price or with incorrect information due to typographical error, we shall have the right to refuse or cancel any orders placed for the product and/or service listed at the incorrect price. We shall have the right to refuse or cancel any such order whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your credit card account or other payment account in the amount of the charge.

## Miscellaneous

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms & Conditions to be unenforceable, the remainder of these Terms & Conditions will continue in full force and effect. Any waiver of any provision of these Terms & Conditions will be effective only if in writing and signed by an authorized representative of Adaptive Automation Technologies Inc.. Adaptive Automation Technologies Inc. will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. Adaptive Automation Technologies Inc. operates and controls the Adaptive Automation Technologies Inc. Service from its offices in United States. The Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. Accordingly, those persons who choose to access the Adaptive Automation Technologies Inc. Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms & Conditions (which include and incorporate the Adaptive Automation Technologies Inc. Privacy Policy) contains the entire understanding, and supersedes all prior understandings, between you and Adaptive Automation Technologies Inc. concerning

its subject matter, and cannot be changed or modified by you. The section headings used in this Agreement are for convenience only and will not be given any legal import.

## **Disclaimer**

Adaptive Automation Technologies Inc. is not responsible for any content, code or any other imprecision.

Adaptive Automation Technologies Inc. does not provide warranties or guarantees.

In no event shall Adaptive Automation Technologies Inc. be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the Service or the contents of the Service. The Company reserves the right to make additions, deletions, or modifications to the contents on the Service at any time without prior notice.

The Adaptive Automation Technologies Inc. Service and its contents are provided "as is" and "as available" without any warranty or representations of any kind, whether express or implied. Adaptive Automation Technologies Inc. is a distributor and not a publisher of the content supplied by third parties; as such, Adaptive Automation Technologies Inc. exercises no editorial control over such content and makes no warranty or representation as to the accuracy, reliability or currency of any information, content, service or merchandise provided through or accessible via the Adaptive Automation Technologies Inc. Service. Without limiting the foregoing, Adaptive Automation Technologies Inc. specifically disclaims all warranties and representations in any content transmitted on or in connection with the Adaptive Automation Technologies Inc. Service or on sites that may appear as links on the Adaptive Automation Technologies Inc. Service, or in the products provided as a part of, or otherwise in connection with, the Adaptive Automation Technologies Inc. Service, including without limitation any warranties of merchantability, fitness for a particular purpose or non-infringement of third party rights. No oral advice or written information given by Adaptive Automation Technologies Inc. or any of its affiliates, employees, officers, directors, agents, or the like will create a warranty. Price and availability information is subject to change without notice. Without limiting the foregoing, Adaptive Automation Technologies Inc. does not warrant that the Adaptive Automation Technologies Inc. Service will be uninterrupted, uncorrupted, timely, or error-free.

## **Contact Us**

Don't hesitate to contact us if you have any questions.

- Via Email: [info@adaptive.live](mailto:info@adaptive.live)
- Via Phone Number: +14046610800