

## Website and App Terms and Conditions

These Terms and Conditions ("**Terms**") govern your use of the website and mobile application ("**Site**" and "**App**") provided by Dataplus LLC ("**Company**", "**us**", "**our**", or "**we**"), a Delaware limited liability company. These Terms apply to all users of the Site and App. Our Privacy Notice, available at <https://dataplus.ai/privacy-policy/> ("**Privacy Notice**"), governs our collection, processing and transfer of any Personal Data and is incorporated into these Terms by reference. If you wish to submit Visual Assets to the Company, you must separately accept the Visual Assets Consent, Waiver and Release Form ("**Form**"), available at [www.dataplus.ai/datadrop//consent](http://www.dataplus.ai/datadrop//consent), which contains additional terms that will apply to you as a contributor of Visual Assets.

### 1. Site/App Access

- 1.1. The Site and App may be accessed by any user. However, certain features and actions, including but not limited to submitting Visual Assets, require registration and login. If you register or use such features, you represent and warrant that: (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are at least 18 years old and have the ability to form a binding contract; (d) your use of the Site and App does not violate any applicable law, regulation, or obligation you may have to a third party; and (e) you shall comply with applicable laws, regulations, and these Terms throughout your use of the Site and App. Use of and access to the Site and the App is void where prohibited by law.

### 2. Account Registration

- 2.1. In order to submit Visual Assets or access certain features of the Site or App, you will need to have a registered account ("**Login Account**"). By registering a Login Account, you represent and warrant that: (a) all information provided is accurate and complete; (b) you will not create more than one Login Account; (c) you will not allow any other person to use your Login Account; (d) you have full rights to use the Login Account in connection with the App or Site; and (e) you will not create an account using a false identity or information, or on behalf of someone other than yourself without authorization. To complete the registration process, you must provide all registration information that we request.
- 2.2. Subject to applicable law, the Company may refuse to open an account for any individual at its sole discretion.
- 2.3. You agree to notify us immediately of any unauthorized use of your account. You are solely responsible for the security of your computer system and/or mobile device and all activity on your account, even if such activities were not committed by you. To the fullest extent permitted by applicable law, the Company will not be liable for any losses or damage arising from unauthorized use of your account. We do not police for and cannot guarantee that we will learn of or prevent any inappropriate use of the App, Site, or your account.

### 3. Termination of Account

- 3.1. The Company may suspend or terminate your account at any time by providing seven (7) days' prior notice. In addition, the Company may suspend or terminate your account with immediate effect and may take any other corrective action it deems appropriate upon the occurrence of any of the following events: (i) violation of these Terms; or (ii) behavior that is fraudulent, harassing, abusive,

illegal, or harmful to other users, third parties, or the business interests of the Company. If your account is terminated, you may not rejoin the Site or App or create a new account without the Company's prior written permission. The Company may modify or discontinue the Site or App for all users at any time. Upon termination of your account, you shall not have any further access to any content or materials that may be available through your account, and the Company may, but is not obligated to, delete any such content or materials. You acknowledge that the Company has no obligation to retain, store, or provide you with copies of any content or materials following termination.

- 3.2. We reserve the right to investigate suspected violations of these Terms or illegal and inappropriate behavior through the Site or App. We will cooperate with any law enforcement authorities or court order directing or requesting that we disclose the identity, behavior, or User Content (as defined below) of anyone believed to have violated these Terms or to have engaged in illegal behavior in connection with the Site or App.
- 3.3. You may request termination of your account at any time by sending an email to [support@dataplus.ai](mailto:support@dataplus.ai). Following such request, we shall close your account as soon as reasonably practicable. Suspension or termination of your account shall not affect your obligations under these Terms and the Form (including but not limited to ownership, indemnification, any representations and warranties made by you, limitation of liability, and grant of License), which by their sense and context are intended to survive such suspension or termination.

4. **Use Restrictions.** You may not do or attempt to do or facilitate a third party in doing any of the following: (1) decipher, decompile, disassemble, or reverse-engineer any of the software and/or code, if and as applicable, used to provide the Site or App without our prior written authorization, including framing or mirroring any part of the Site or App; (2) circumvent, disable, or otherwise interfere with security-related features of the App or Site or features that prevent or restrict use or copying of any Visual Assets or other content available through the App or Site; (3) use any robot, spider, scraper, crawler, site search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Site or App; (4) use or access another user's account without permission; (5) use the Site or App or content thereon in any manner not permitted by these Terms or applicable law; (6) introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (7) attempt to gain unauthorized access to the Site, App, servers, or any connected networks or databases; (8) use the Site or App to transmit, distribute, or store material that is unlawful, defamatory, obscene, threatening, harassing, or otherwise objectionable; or (9) remove, obscure, or alter any proprietary rights notices on the Site or App.

## 5. Company's Intellectual Property

- 5.1. Company or its licensors, as the case may be, have all right, title, and interest in the Site, App and any content thereon (excluding Visual Assets), including its overall appearance, text, graphics, graphics design, videos, demos, interfaces, and underlying source files, and all worldwide intellectual property rights, the trademarks, service marks, and logos contained therein, whether registered or unregistered. Except as expressly permitted herein, you may not copy, further develop, reproduce, republish, modify, alter download, post, broadcast, transmit or otherwise use the content of the Site or App for any purpose. You will not remove, alter or conceal any copyright, trademark, service mark, or other

proprietary rights notices incorporated in the Site and/or App. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms, Form or Site should be construed as granting you any right to use any trademark, service mark, logo, or trade name of Company or any third party. If you provide Company with any feedback, suggestions, ideas, or recommendations regarding the Site and/or App ("**Feedback**"), you hereby assign to Company all right, title, and interest in and to such Feedback, and Company may use all such Feedback without restriction, compensation, or attribution and shall not be subject to any confidentiality, non-disclosure, or non-use obligations in respect of such Feedback.

- 5.2. If you submit, upload, post, or otherwise provide any content, materials, data, feedback, suggestions, ideas, or other information to the Company through the Site or App (other than Visual Assets, which are governed by the Form) ("**User Content**"), you hereby grant to Company and its affiliates a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, transferable, and sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display, and otherwise exploit such User Content in any media or format, whether now known or hereafter developed, for any purpose whatsoever, including, without limitation, for commercial, marketing, promotional, and development purposes. You represent and warrant that: (a) you have all necessary rights, title, and interest in and to the User Content to grant this license; (b) the User Content does not and will not infringe, violate, or misappropriate any third-party intellectual property rights, privacy rights, or other rights; and (c) the User Content complies with all applicable laws and these Terms.

## **6. Visual Assets Submissions**

- 6.1. If you choose to submit Visual Assets to the Company, you must separately accept the Visual Assets Consent, Waiver, and Release Form ("**Form**") by checking the appropriate box on the Site or App before uploading or submitting any Visual Assets. The Form contains additional terms, conditions, rights, obligations, and restrictions that apply specifically to contributors of Visual Assets, including, but not limited to, licensing terms, compensation provisions, intellectual property rights, content restrictions, disclaimers, limitations of liability, and indemnification obligations. Your acceptance of the Form is effective as of the date you accept it and applies to all Visual Assets submitted after such date.

## **7. Disclaimer of Warranties**

- 7.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR ANY CLAIMS, DAMAGES, PENALTIES, LOSSES, COSTS, OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR REPUTATIONAL HARM) ARISING OUT OF OR RELATING TO VISUAL MODELS, AI OUTPUTS, OR THEIR USE OR MISUSE BY CUSTOMERS OR OTHER THIRD PARTIES.
- 7.2. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR ANY CLAIMS, DAMAGES, PENALTIES, LOSSES, COSTS, OR EXPENSES

(INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR REPUTATIONAL HARM) ARISING OUT OF OR RELATING TO: (A) VISUAL MODELS, AI OUTPUTS, OR THEIR USE OR MISUSE BY CUSTOMERS OR OTHER THIRD PARTIES; (B) ANY THIRD-PARTY CONTENT, LINKS, PRODUCTS, OR SERVICES ACCESSED THROUGH THE SITE OR APP; (C) ANY ACTIONS OR CONTENT OF OTHER USERS; OR (D) ANY INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SITE OR APP. YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY IS NOT A DATA RETENTION OR BACKUP SERVICE. YOU ARE SOLELY RESPONSIBLE FOR CREATING AND MAINTAINING BACKUPS OF YOUR DATA, AND THE COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY LOSS OF, DAMAGE TO, OR CORRUPTION OF ANY DATA, CONTENT, OR MATERIALS.

## **8. Limitation of Liability**

- 8.1. WITHOUT DEROGATING FROM ANY OF THE ABOVE, WE ASSUME NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION, UNAUTHORIZED ACCESS TO OR ALTERATION OF USER COMMUNICATIONS OR MATERIALS, OR ANY TECHNICAL MALFUNCTION OR FAILURE OF ANY TELEPHONE NETWORK OR LINES, COMPUTER SYSTEMS, SERVERS, PROVIDERS, EQUIPMENT, OR SOFTWARE. WE ARE NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTIONS, FAILURES, OR DIFFICULTIES CAUSED BY TRAFFIC CONGESTION, INTERNET OR NETWORK ISSUES, OR ANY FORCE MAJEURE EVENTS BEYOND OUR REASONABLE CONTROL. YOU REPRESENT AND WARRANT THAT YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY, COMPLETENESS, AND LEGALITY OF ANY AND ALL DATA, INFORMATION, OR CONTENT PROVIDED BY YOU OR ON YOUR BEHALF TO THE COMPANY, AND YOU SHALL ASSUME ALL LIABILITY FOR ANY CONSEQUENCES ARISING FROM THE PROVISION OF INCORRECT, INCOMPLETE, OR UNLAWFUL DATA OR INFORMATION.
- 8.2. IN NO EVENT SHALL COMPANY, ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSSES), ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SITE OR APP, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE). THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL THE COMPANY'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS, THE SITE, OR THE APP, WHETHER IN

CONTRACT, TORT, OR OTHERWISE, EXCEED FIFTY DOLLARS (\$50.00).

**9. Notices.** Any required notices pursuant to these Terms may be sent to the email address provided by Contributor upon registration or to the Company at an address provided on the Site or App.

**10. Governing Law; Dispute Resolution.** These Terms shall be governed by and construed in accordance with the laws of the State of Delaware and the federal laws of the United States, without regard to conflict of law principles. Any dispute, controversy, or claim arising out of or relating to these Terms, the Form, or the Visual Assets shall be resolved by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in Delaware. The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or equitable relief in the state or federal courts located in Delaware to protect its intellectual property rights or confidential information.

**11. Miscellaneous.** Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and Company or enables you to act on behalf of Company. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between us and you pertaining to the subject matter hereof, and any and all other agreements existing between us and you relating thereto are hereby canceled. We may assign and/or transfer our rights and obligations hereunder to any third party without prior notice. You shall not assign and/or transfer any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

*Last updated: 02/23/2026*

1. **Application Marketplace.** To the extent an App is provided, it may be subject to additional third-party terms relating to the marketplace or store from which it was downloaded. The third parties providing such marketplaces may be beneficiaries of these Terms, pursuant to the marketplace's terms. The following terms apply if you downloaded the App from Apple's App Store.

Apple Inc. ("**Apple**") is not a party to these Terms and is not responsible for the App.

- 1.1. Your license to use the App is non-transferable and is limited to use on iOS Products that you own or control, and as permitted by the Usage Rules in the App Store Media Services Terms and Conditions, except as permitted via Family Sharing, volume purchasing, or Legacy Contacts.
- 1.2. In the event of a failure to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you (if any was paid). Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will not be Apple's responsibility.
- 1.3. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- 1.4. Apple will not be responsible for the investigation, defense, settlement, or discharge of any claim alleging that your use of the App infringes a third party's intellectual property rights.
- 1.5. Apple and its subsidiaries are third-party beneficiaries of these Terms, and Apple will have the right to enforce these Terms against you as a third-party beneficiary. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.