

# Terms of Use & Conditions

Last updated: January 10th, 2024.

These Terms of Use (“Terms”) govern your use of SoulsHub, Inc. (“SoulsHub”, “we”, “us”) products and services including our website and conversational AIs (“Services”).

These Terms incorporate by reference our Privacy Policy, as well as any other written policies and documentation that we may provide from time to time. You agree to use our Services in compliance with these Terms.

Your use of our Services in any manner means that you agree to the Terms. Unfortunately, if you do not agree with these Terms, you may not access or use our Services.

## Our Services

SoulsHub believes that conversational AI will fundamentally reshape the way that we interact and use computers in our everyday lives. As you interact with our Services, we will learn more about how to make this emerging technology ever more helpful, collaborative, and fun to communicate with.

Given the early state of this technology, we also acknowledge that there are areas that we will need to continually improve on to make sure that our Services can reach their full potential. As part of that, you recognize that:

- We will use the content of your conversations to improve our Services. We will use the content of your conversations as well as other metadata to train our models, improve our Services, and create new Services. Our uses of this data are detailed in our Privacy Policy.
- You must use our Services in accordance with our Acceptable Use policy. Your access to our Services is conditioned on your agreement to use the Services in accordance with these Terms generally and our Acceptable Use policy (as detailed below in “Acceptable Use”).
- The information you receive from our Services may not be accurate. You recognize that any information you receive from our Services may not be accurate or otherwise trustworthy. Do not rely on this information without fact-checking on your own first or consulting with a professional. Getting factuality right remains an active area of research for the entire field of conversational AI, and it remains a major priority for the development of SoulsHub services going forward. Please review the “No Warranties” section below.

## Registering for Our Services

You register for our Services by providing us with your name, email and phone number. In doing so, you agree to:

- Provide us with complete and accurate registration information. You may not use a phone number that you do not control, and you may not attempt to impersonate another person in registration.
- If you are registering for our Services on behalf of an organization, you warrant that you are authorized to agree to these Terms on their behalf.
- Be responsible for the security of your account. You accept that you are solely responsible for all activities that take place through your account, and that failure to limit access to your devices or browser may permit unauthorized use by third-parties.

Finally, our Services are not intended for minors under the age of 18. If you are a minor under the age of 18, please do not register for our Services or send any Personal Information to us. If you have reason to believe that a minor under the age of 18 is using our Services, please let us know immediately at [info@soulshub.com](mailto:info@soulshub.com) and we will seek to revoke access and delete any associated information as quickly as possible.

## Acceptable Use

You agree that you will use our Services in accordance with the following rules, as well as any other written policies we may provide from time to time:

- **Illegal Use:** You must use our Services in compliance with the law. If your use of our Services are limited by the laws applicable to you, you are not authorized to use our Services for that purpose.
- **Harmful Uses:** You may not use or attempt to use our Services to generate harmful content. Such content includes material that may lead to serious harm to yourself or others, content relating to unethical behavior, or content that may spread misinformation. This policy also bars attempts to use the Services to create content to be fraudulently represented as human-generated.
- **Abusive Content:** You may not use or attempt to use our Services to generate hateful or discriminatory content, sexually explicit content, descriptions of graphic violence, or other types of shocking material.

- **Infringing Rights:** You may not use or attempt to use our Services to infringe or violate the rights of others, including violations of the privacy of others. This includes queries to surface the personal information of individuals, including phone numbers, addresses, and other similar sensitive data.
- **Security:** You may not attempt to engage with our Services in an effort to disable, disrupt, or otherwise subvert the security of our Services. This includes attempts to bypass or disable any content moderation and safety measures implemented within our Services.

- **Reverse Engineering:** You may not use or attempt to use our Services to reverse engineer, decompile, or otherwise attempt to obtain the underlying models, algorithms, or source code of the Services. You may not engage in this or any other activities with regards to our Services to build products that may be competitive with SoulsHub.

- **Scraping:** You may not scrape or attempt to “crawl” or “spider” any page, data, or portion of our Services, either via manual or automated means.

## Content

You will input text and other forms of media (“Content”) during your use of our Services. You agree that you shall not input any Content that is not owned by you unless you have prior written consent from the relevant rightsholder of that Content.

While you will own any Content, you agree to provide a royalty-free, perpetual, irrevocable, and worldwide license to SoulsHub to the Content for the following limited purposes:

- **Operating the Services:** You grant SoulsHub a license to use, reproduce, modify, or otherwise act on the Content in order to enable the provision and maintenance of the Services. This includes uses to comply with applicable laws, enable the provision of our Services across channels and platforms, ensure user safety and security, and enforce our policies.

- **Improving the Services:** You grant SoulsHub a license to use the Content to improve our Services and develop new Services. This license shall permit uses including but not limited to analysis of the content of conversations to understand opportunities for new features, the use of Content for model training and fine-tuning, and evaluating the performance of our existing Services.

This license should be read alongside our Privacy Policy, which details how we use the Content and manage it internally. Please review it carefully.

## Intellectual Property

- **SoulsHub Intellectual Property:** These Terms do not provide you with any right, title, or interest in our Services, our trademarks, or other intellectual property of SoulsHub.
- **Feedback:** We welcome any and all feedback, ideas for improvement, product proposals, and other suggestions. However, if you provide this to us, you recognize that we may use this without restriction and without any further notice or compensation to you.
- **AI Usage:** The AI created for each partner is exclusive to our platform. While partners are the owners, we have the right to enhance SoulsHub using the AI. We can legally enforce AI takedowns on other platforms and act on behalf of partners to protect their interests.
- **Partnership Duration:** Partner registration is valid for one year. If no explicit termination notice is received, the contract automatically renews for an additional year.
- **Data Access:** We retain the right to access necessary data to enhance the SoulsHub platform continuously.
- **Copyright Notices:** If you believe that your copyright has been infringed by something on our Services, you can send us a DMCA compliant copyright notice by sending an email to [info@soulshub.com](mailto:info@soulshub.com) . On receipt of a compliant notice, we shall work to promptly remove or disable material identified as infringing. Please include the following information in your notice:
  - A description of the work or works you claim have been infringed;
  - A description of the content on our Services you claim to be infringing;
  - Your contact information, including mailing address, telephone number, and email address;
  - Your statement confirming a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
  - Your statement confirming that the information you've provided is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
  - Your signature

### Telephonic Communications Services

By using the Services and providing us with your telephone number(s), you are consenting to be contacted by SoulsHub by telephone (including on a recorded line), automated calling, automated telephone dialing system calling, automated system calling, artificial voice or pre-recorded calling, text message, SMS and/or MMS message, or other telephonic or electronic means for marketing, solicitation, informational or another purposes, even if your telephone number(s) is registered on the National Do Not Call List, a state Do not Call List, or the internal Do Not Call List of SoulsHub. You may be required to respond to an initial call or message as

instructed to complete your registration and confirm enrollment to receive such calls, texts or other telephonic communications. You do not have to consent to receive calls or text messages from SoulsHub for marketing or solicitation purposes to purchase any SoulsHub products or services. In the event you no longer wish to receive such calls, text messages or other telephonic communications, you agree to notify SoulsHub directly. In the event you change or deactivate your telephone number, you agree to promptly update your SoulsHub account information to ensure that your messages are not sent to a person that acquires your old telephone number.

There is no additional charge for telephonic communications, but your carrier's standard message and data rates apply to any calls, text messages, SMS or MMS messages you send or receive. Message frequency may vary. Your carrier may prohibit or restrict certain mobile features and certain mobile features may be incompatible with your carrier or mobile device. We are not liable for any delays in the receipt of, or any failures to receive, any calls, text messages, SMS or MMS messages, as delivery is subject to effective transmission by your mobile carrier and compatibility of your mobile device. Please contact your mobile carrier if you have any questions regarding these issues or your mobile data and messaging plan. Carriers are not liable for delayed or undelivered messages.

By reply to any text, SMS or MMS message you receive from us, you may text "STOP" to cancel or "HELP" for customer support information. You can also get help directly at [info@soulshub.com](mailto:info@soulshub.com) . If you choose to cancel text, SMS or MMS messages from us, you agree to receive a final message from us confirming your cancellation. Please note that if you text "STOP", this may prevent us from sending one-time codes to your phone and may limit your experience. If you would like to allow these codes but disable all other messages, reply with "PAUSE" to any message sent from us.

If you have any questions regarding privacy, please read our [Privacy Policy](#).

#### Limitation of Liability

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL SOULSHUBE BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, OR (B) FOR ANY DIRECT DAMAGES, COSTS, LOSSES OR LIABILITIES IN EXCESS ONE HUNDRED (\$100) U.S. DOLLARS. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THESE TERMS.

## No Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. SOULSHUB EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

SOULSHUB MAKES NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

## Third Party Services and Websites

The Services may provide links or other access to services, sites, technology, and resources that are provided or otherwise made available by third parties (the “Third-Party Services”). Your access and use of the Third-Party Services may also be subject to additional terms and conditions, privacy policies, or other agreements with such third party, and you may be required to authenticate to or create separate accounts to use Third-Party Services on the websites or via the technology platforms of their respective providers. For more information about the implications of activating Third-Party Services and our use, storage and disclosure of information related to you and your use of such Third-Party Services within the Service, please see our Privacy Policy.

SoulsHub has no control over and is not responsible for such Third-Party Services, including for the accuracy, availability, reliability, or completeness of information shared by or available through Third-Party Services, or on the privacy practices of Third-Party Services. We encourage you to review the privacy policies of the third parties providing Third-Party Services prior to using such services. You, and not SoulsHub, will be responsible for any and all costs and charges associated with your use of any Third-Party Services. SoulsHub enables these Third-Party Services merely as a convenience and the integration or inclusion of such Third-Party Services does not imply an endorsement or recommendation. Any dealings you have with third parties while using the Service are between you and the third party. SoulsHub will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third-Party Services.

## Terminating Your Account

### Termination by SoulsHub:

SoulsHub reserves the right to terminate or suspend your access to our Services at any time and for any reason at our discretion. Termination reasons may include a violation of these Terms, ensuring user safety, legal compliance, or protecting the rights and property of SoulsHub.

### Account Deletion Request:

You can request the deletion of your account by contacting [info@soulshub.com](mailto:info@soulshub.com). For security and privacy, we may need information to verify your identity before processing these requests.

### Survival of Terms:

You agree that certain terms, including indemnification, limitations of liability, intellectual property, dispute and arbitration, and others that, by their nature, should survive termination, will remain in effect.

### Partner's AI Deletion:

Partners can request the deletion of their AIs with a 2-month notification period before the end of the 12-month contract. However, if a client has purchased the service for this AI for 12 months and declines a refund, the Partner cannot have their AI deleted from the platform.

## Changes to the Services

Artificial intelligence is a fast-moving field, and SoulsHub is continually working to make our Services better for our users. This means that our Services can and will change over time. SoulsHub may augment, modify, discontinue, or suspend any part of our Services at any time. We will work to provide advance notice to you where appropriate, but you acknowledge that this may not always be possible.

## Changes to These Terms

SoulsHub reserves the right to amend these Terms at any time for any reason. We will provide notice of these changes by updating this page with the revised Terms and updating the effective date. No other amendments to the Terms shall be effective unless in writing and signed by you and a representative of SoulsHub.

The use of any of our Services after such an amendment to the Terms shall be considered an acceptance of all changes to the Terms. If you do not agree with the revised Terms, you must immediately cease any use of our Services.

#### Miscellaneous Terms

- **Violations:** SoulsHub reserves the sole discretion to determine whether or not a user is in violation of any of the provisions of these Terms.
- **Indemnification:** To the fullest extent allowed by applicable law, you agree to indemnify and hold SoulsHub, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of our Services (including any actions taken by a third party using your account), and (b) your violation of these Terms.
- **Assignment:** You may not assign or delegate any rights or obligations under these Terms, including in connection with a change of control. Any purported assignment and delegation shall be null and void. We may assign these Terms in connection with a merger, acquisition or sale of all or substantially all of our assets, or to any affiliate or as part of a corporate reorganization.
- **Choice of Law:** These Terms are governed by and will be construed under applicable federal law and the laws of the State of California, without regard to the conflicts of laws provisions thereof.
- **Arbitration:** Any dispute arising from or relating to the subject matter of these Terms shall be finally settled by arbitration in Santa Clara County, California, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Streamlined Arbitration Rules and Procedures of JAMS. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, you and SoulsHub shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator.
- **Jurisdiction and Venue:** For all purposes of these Terms, you consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, Santa Clara County, California, or the Northern District of California. The prevailing party in any action or proceeding arising out of these Terms will be entitled to an award of costs and attorneys' fees.

- **Class Action Waiver:** To the fullest extent permitted by law, you and SoulsHub agree that all claims against the other can only be brought in an individual capacity, and not as a plaintiff or class member in any purported class, consolidated, or other representative proceeding. We agree that arbitrators may not conduct any class, consolidated, or representative proceeding, and are limited to providing relief warranted by an individual party's claim.
- **No Joint Venture or Beneficiaries:** You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of SoulsHub, and you do not have any authority of any kind to bind us in any respect whatsoever. There are also no third-party beneficiaries intended under these Terms.
- **Waiver:** The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder.
- **Notices:** Notices under these Terms shall be provided to you under the information provided to SoulsHub when you registered your account. Notices to SoulsHub may be provided by sending a message to [info@soulshub.com](mailto:info@soulshub.com) or by mail at SoulsHub, 650 Page Mill Road, Palo Alto, CA 94304. Notice shall be considered effective as of the date of receipt.
- **Severability:** If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable.
- **Entire Agreement:** You agree that these Terms are the complete and exclusive statement of the mutual understanding between you and us, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms.

#### Commission on Partner's AI Transactions

If the Partner's AI is not offered for free, the Partner is entitled to an 80% commission on their wallet for all transactions occurring every 30 days after registration. This commission includes all applicable taxes. However, if a user requests a refund, the corresponding amount will not be transferred to the Partner. This ensures that the Partner receives compensation for the usage of their AI on the SoulsHub platform.

No one under 13 is allowed to create an account or use SoulsHub. If you are under 18, you may only use SoulsHub with the prior consent of your parent or legal guardian. Please be sure your parent or legal guardian has reviewed and discussed these Terms with you before you start using SoulsHub.

## AI-Companions

SoulsHub is a digital cloning platform that allows users to create AI-powered twins of individuals (“Souls”) and deploy them in various manners. You understand and acknowledge that Souls may not accurately represent the people they are intended to simulate, and their actions and statements are for entertainment purposes only. You should not rely on any statements, representations, or information provided by Souls for any purpose, including but not limited to decision-making, personal, financial, medical or legal matters. SoulsHub disclaims any responsibility or liability arising from your reliance on Souls or their actions or statements.

## Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of SoulsHub thereafter.

Your continued use of SoulsHub following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access SoulsHub so you are aware of any changes, as they are binding on you.

## Accessing SoulsHub and Account Security

We reserve the right to discontinue or alter SoulsHub, and any content we provide on SoulsHub, in our sole discretion without notice. We will not be liable if for any reason all or any part of SoulsHub is unavailable at any time or for any period. From time to time, we may restrict access to some parts of SoulsHub, or the SoulsHub entirely.

To access SoulsHub or some of the resources it offers, you will have to create an account (an "Account"). You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. You accept responsibility for any and all activities or actions that occur under your account, whether or not you have authorized such activities or actions.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to SoulsHub or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized

access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### Ownership of Clones

As between the Company and you, you retain full ownership of the Clones you create on SoulsHub, unless otherwise specified. This ownership encompasses several key aspects:

- **Intellectual Property Rights:** You hold all intellectual property rights associated with your Clones. SoulsHub does not use your Clones, or the User Content you provided to develop your Clones, to train or enhance our, or any third-party, models.
- **Access Permissions:** You control how your Clone is accessed. You can grant, modify, or revoke access permissions at your discretion.

While you retain ownership, you grant the Company a limited, non-exclusive, revocable license to host and maintain your Clones on SoulsHub for the purpose of providing and improving the services. This license does not convey any ownership rights to the Company. As the owner of your Clone, you are responsible for all content generated by and activities conducted through your Clone.

### Trademarks

The Company name, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on SoulsHub are the trademarks of their respective owners.

### Acceptable Use Policy.

You agree not to engage in any of the following prohibited activities: (i) providing any false or fraudulent information or documentation or providing information or documentation for any other improper purpose, whether for yourself, your business,

or a third party; (ii) copying, distributing, making available, providing access to, or disclosing any part of SoulsHub in any medium, including, without limitation, by any automated or non-automated “scraping”; (iii) copying, modifying, adapting, translating, preparing derivative works from, reverse engineering, disassembling, or decompiling SoulsHub or otherwise attempting to discover any proprietary source code or trade secrets related to SoulsHub; (iv) using the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with SoulsHub for any purpose without the express written consent of SoulsHub; (v) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access SoulsHub in a manner that sends more request messages to the servers running SoulsHub than a human can reasonably produce in the same period of time by using a conventional online web browser (except that SoulsHub grants the operators of public search engines revocable permission to use spiders to copy publicly-available materials from SoulsHub for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (vi) transmitting spam, chain letters, or other unsolicited email; (vii) attempting to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from the servers running SoulsHub; (viii) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ix) uploading invalid data, viruses, worms, or other software agents through SoulsHub; (x) collecting or harvesting any personal information from SoulsHub; (xi) using SoulsHub for any commercial solicitation purposes; (xii) interfering with the proper working of SoulsHub; (xiii) accessing any content on SoulsHub through any technology or means other than those provided or authorized by SoulsHub; or (ix) bypassing the measures we may use to prevent or restrict access to SoulsHub, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of SoulsHub or the content therein.

You further agree not to post User Content (as defined below) that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, obscene, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party’s trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary

relationships; or (viii) contains any information or content that you know is not correct and current or (ix) violates any school or other applicable policy, including those related to cheating or ethics.

Additionally, you agree not to:

- Use SoulsHub in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of SoulsHub, including their ability to engage in real time activities through SoulsHub.
- Use any robot, spider or other automatic device, process or means to access SoulsHub for any purpose, including monitoring or copying any of the material on SoulsHub.
- Use any manual process to monitor or copy any of the material on SoulsHub, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software or routine that interferes with the proper working of SoulsHub.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of SoulsHub, the server on which SoulsHub is stored, or any server, computer or database connected to SoulsHub.
- Attack SoulsHub via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of SoulsHub.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Content for any or no reason in our sole discretion.
- Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of SoulsHub or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of SoulsHub.
- Terminate or suspend your access to all or part of SoulsHub for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through SoulsHub. YOU WAIVE AND HOLD HARMLESS THE COMPANY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted on SoulsHub, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

#### "Content Standards

These content standards apply to any and all User Content. User Content must comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Content must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.

#### Payment and Fees

Certain aspects of SoulsHub may be provided for a fee, subscription fee, or other charge. If you elect to use paid aspects of SoulsHub, you agree to the pricing and payment terms we make available on SoulsHub, as we may update them from time to time ("Pricing and Payment Terms"). Any Pricing and Payment Terms are hereby incorporated by this reference herein. You acknowledge and agree that any offers made available through SoulsHub are subject to change at any time and from time to

time. Without limiting the generality of the foregoing, we may add new services for additional fees and charges, add or amend fees and charges for existing services, at any time in its sole discretion. Any change to the Pricing and Payment Terms will become effective in the billing cycle following notice of such change to you as provided in these Terms.

IF YOU SIGN UP FOR A SUBSCRIPTION, THE CORRESPONDING FEES AT THE RATE AS SET FORTH IN YOUR USER ACCOUNT AND/OR ON THE CHECKOUT PAGE WILL AUTOMATICALLY RENEW ON A CONTINUOUS BASIS UNLESS AND UNTIL YOU CANCEL YOUR SUBSCRIPTION ON YOUR SETTINGS PAGE IN ADVANCE OF THE NEXT MONTHLY RENEWAL. ANY CANCELLATION WILL BE EFFECTIVE IN THE MONTH FOLLOWING THE MONTH YOU SUBMIT YOUR CANCELLATION. YOU UNDERSTAND THAT UNLESS AND UNTIL YOU CANCEL YOUR SUBSCRIPTION, YOUR SUBSCRIPTION, AS APPLICABLE, AND ALL CORRESPONDING FEES WILL AUTOMATICALLY RENEW, AND YOU AUTHORIZE US OR OUR AUTHORIZED THIRD PARTY PAYMENT PROVIDER (WITHOUT NOTICE TO YOU, UNLESS REQUIRED BY APPLICABLE LAW) TO CHARGE YOU THE SUBSCRIPTION FEES AND ANY TAXES, USING ANY ELIGIBLE PAYMENT METHOD WE HAVE ON RECORD FOR YOU.

#### Links from SoulsHub

If SoulsHub contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party sites linked to SoulsHub, you do so entirely at your own risk and subject to the terms and conditions of use for such site.

#### Disclaimer of Warranties

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