TERMS OF USE

Last Updated: Sep 2, 2026

These Terms of Use (these "Terms") constitute a legally binding agreement between you ("you" or "your") and PaleBlueDot AI (including its affiliates, collectively, "PaleBlueDot AI", "PBD", "we", "our" or "us"). These Terms govern your use of our services made available to you on or through our website (www.palebluedot.ai) (the "Website") as well as any online or offline market place for cloud services, compute instances, storage, and software products (the "Supply Offerings" or "Services") .

By registering for a PBD ID, accessing our platform and/or using our Services, you agree that you have read, understood and accepted these Terms. You acknowledge and agree that you will be bound by and will comply with these Terms, as updated and amended from time to time.

If you do not understand and accept these Terms in their entirety, you should not register for a PBD ID or access or use our Website or any Service.

We reserve the right to change or modify these Terms at any time and at our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Website, or updating the “Last Updated” date at the beginning of these Terms. By continuing to access or use the Website or order, receive, or use Supply Offerings, you confirm your acceptance of the revised Terms, and all of the terms incorporated therein by reference. We encourage you to review the Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Website or order, receive, or use the Supply Offerings.

Your agreement to these Terms also constitutes your agreement to our Privacy Policy, which is incorporated herein.

For Users of Our Services

When we refer to the "**User**" or "**Customer**", we are talking about you. Who "you" are can get more complicated if you are using our Service on behalf of a company, organization, or other entity. In that case, you are representing to us that you have the authority to bind your company, organization, other entity to these Terms and that you agree to be legally bound by these Terms on behalf of such entity (and "User", "you", and "your" then refer to such entity). If you aren't sure what this means or whether you are authorized to bind your company, organization, or entity to this contract, you should ask others in your organization to get clarification about authority.

1. Eligibility

Before you use our Website and Services, you must ensure that such use is in compliance with all laws, rules and regulations applicable to you. Your right to access our Website and services is

revoked to the extent your use thereof is prohibited or to the extent our provision thereof conflicts with any applicable law, rule or regulation. You are responsible for making these determinations before using our Website and Services.

To access the Services and some features of our Website, you must register for a PBD ID ("PBD ID"). When you register for your PBD ID or contact us, you may be required to provide us with some information about yourself, such as your name, email address, and other information reasonably requested by us, or you may sign in via other website, such as Google, Twitter, Metamask, Solana, and etc. PBD ID-related information, and our use and disclosure thereof, is subject to our Privacy Policy.

To be eligible to register for a PBD ID and use our Services, you must:

- Be an individual, corporation, legal person, entity or other organization with the full power, authority and capacity to access and use our Website and Services;
- If you are an individual, be at least 18 years old or the minimum age required to consent to use the Services in your location, whichever is higher;
- Not have been previously suspended or removed from using our Website and Services;
- Not be located, incorporated, otherwise established in, or resident of a jurisdiction where it would be illegal to access or use our Website and Services; and
- Not currently have an existing PBD ID.

We may amend our eligibility criteria at any time in our sole discretion.

By using our Website and Services, you represent and warrant to us that: you otherwise have sufficient legal consent, permission and capacity to use our Website and Services in applicable jurisdiction(s) as determined by you.

We may, in our sole discretion, refuse to provide or continue providing our Website and Services to any person or entity and change eligibility criteria at any time, including if you fail to comply with these Terms, without notice. We reserve the right to deactivate, terminate, prevent access to, disable services for, and/or delete any PBD ID or access to our Website and Services at any time at our sole discretion.

2. Our Proprietary Rights

As between you and us, our Website and Services are owned and/or provided by PaleBlueDot AI. The names, logos, trademarks, trade dress, arrangements, visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of our Website and Services ("**Materials**") that we provide are protected by intellectual property and other laws. All Materials included in our Website and Services are the property of PaleBlueDot AI or its third-party licensors. You may

only use our Website and Services as expressly authorized by us and as set forth in these Terms. You shall abide by and maintain all intellectual property notices, information, and restrictions contained in our Website and services. We reserve all rights to our Website and Services not granted expressly in these Terms.

It is agreed that you grant us a limited, non-exclusive, royalty-free and worldwide license to include your name, logos, and trademarks in our promotional and marketing materials and communications solely for the purpose of identifying you as a customer/partner in our promotional and marketing materials.

Subject to your complete and ongoing compliance with these Terms and our rights therein, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use our Website and/or Services as described in and subject to these Terms.

2. Top-up Payments and Billing

2.1 Payment Processing

We use third-party payment processors (the "**Payment Processors**") to bill you through the payment PBD ID(s) linked to your PBD ID (your "**Billing Information**"). The processing of payments may be subject to the terms, conditions and policies of the Payment Processors in addition to these Terms. We are not responsible for acts or omissions of the Payment Processors.

2.2 Prepaid Service and Pricing

Our Services operate on a prepaid basis. You agree to make top-up payment in advance and pay us, through the Payment Processors or as otherwise agreed to by us, all sums for services you select or use at applicable prices in accordance with our pricing and billing policies and you hereby authorize us and applicable Payment Processors to charge all such sums (including all applicable taxes) to the payment method(s) specified in or linked to your PBD ID (your "**Payment Method**"). Pricing varies by Service type:

- GPU Clusters on-demand and GPU Clusters Reserved Services: Charged based on time-based rates (e.g., per hour, per day) as specified for each GPU offering

2.3 Account Information and Updates. You must provide current, complete and accurate information for your PBD ID and Billing Information, and must promptly update all such information in the event of changes (such as a change in billing address, credit card number, or credit card expiration date). You must promptly notify us or our Payment Processors if your payment method is canceled (e.g., for loss or theft) or otherwise inoperable. Changes to such information can be made in your PBD ID settings.

2.4 Billing and Account Management

By entering into these Terms and using the Services, you agree to maintain a positive account balance for continued service access and be billed on a recurring basis and to be automatically

charged by us or our Payment Processors using your Payment Methods upon invoicing. If your Payment Method or payment of fees is subject to other terms and conditions, as set forth in order forms, invoices or otherwise, then those other terms and conditions apply in addition to these Terms. You may also be billed an amount up to your current balance at any time to verify the accuracy of your PBD ID information. We reserve the right to deactivate, terminate, prevent access to, disable services for, and/or delete any PBD ID or access to our Website and Services at any time at our sole discretion, including for insufficient account balance, nonpayment, late payment, or failure to charge your Payment Methods upon invoicing.

2.5 Taxes and Fees

You are responsible for any duties, customs fees, taxes, and related penalties, fines, audits, interest and back-payments relating to your purchase of the Services, including but not limited to sales taxes, use taxes, value-added taxes and goods and services taxes (collectively, "**Taxes**"). Unless otherwise stated, our pricing policies do not include and are not discounted or enhanced for any such Taxes. If we become obligated to collect or pay Taxes in connection with your purchase of the Services, those Taxes will be invoiced to you as part of a billing process or collected at the time of purchase. In certain states, countries and territories, we may determine if your purchase of Services is subject to certain Taxes, and if so, may collect such Taxes and remit them to the appropriate taxing authority. If you believe that a given Tax does not apply or that some amount must be withheld from payments to us, you must promptly provide us with a tax certificate, withholding receipt, tax identifier (e.g., VAT ID) or other adequate proof, provided such information is valid and sufficiently authorized by all appropriate taxing authorities. You must also provide us with any tax identification information that is necessary for us to comply with our tax obligations, as we determine from time to time. You will be solely responsible for any misrepresentations made or non-compliance caused by you regarding Taxes, whether with respect to us or other parties, including any penalties, fines, audits, interest, back-payments or further taxes associated with such misrepresentations or non-compliance.

2.6. Past Due

If you fails to pay any amount by the Due Date, PBD may charge daily interest on the unpaid undisputed amount from the Due Date until the date payment is received by PBD at the rate of 1.5% per month or the highest rate permitted by applicable law, whichever is higher. Furthermore, if PBD failed to receive your payment for the invoiced amount in full on the Due Date, PBD shall initiate its collection process. PBD may suspend or terminate the Services if Customer delays payment for the Services.

3. Third Party Services

We provide users with a marketplace ("**PBD Market Place**") to rent cloud GPU services provided by various providers, including our own GPU services and our certified reliable

partners such as Nvidia Cloud Partners (collectively, "**Service Provider**"). Our Website and Services may include links or references to third party websites, services or other resources on the Internet. When you access third party resources, you do so at your own risk. These third-party resources are not under our control, and, to the fullest extent permitted by law, we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such resources. The inclusion of any such link or reference does not imply our endorsement or any association between us and any third party. To the fullest extent permitted by law, we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such third party resource.

We permit certain Service Providers to make available Supply Offerings available on PBD Market Place. Supply Offerings may be sold by PaleBlueDot AI or third-parties ("**Offerors**"). All Supply Offerings are subject to these Terms. Any Supply Offerings sold by Offerors are subject to any additional terms and conditions as provided by such Offeror. We reserve the right to limit the quantities of the Supply Offerings offered or available on the Website. All descriptions or pricing of the Supply Offerings are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any Supply Offerings at any time for any reason. We do not warrant that the quality of any of the Supply Offerings purchased by you will meet your expectations.

Use of any Supply Offerings may require you to agree to certain terms and conditions directly with the Service Provider, and we may not be a party to such agreement. It is your responsibility to protect your system from risks such as viruses, worms, Trojan horses and other security risks that may be presented by the third party resources or Supply Offerings described in this section.

For Service Providers in PBD Market Place

These Terms apply to Service Provider's publication of information regarding Service Provider's GPU Cluster Services,software, product, Add-On, or other offering and product information and images regarding your Supply Offerings on the site maintained by us where it provides information about certain third-party offerings.

1. Submission, Approval, and Publication of Supply Offerings

1.1 Submission and Approval Process

In order to participate in the PBD Market Place, Service Provider must submit a KYC verification request in the form required by us, which we may update from time to time in our sole discretion. If we approve the Service Provider for inclusion on the PBD Market Place, you are allowed to publish the Supply Offerings on the PBD Market Place, subject to the terms and conditions of these Terms.

We reserve the right to reject any Service Provider application for any or no reason. Service Provider is responsible for ensuring that the Supply Offering is accurate and up to date at all times.

1.2 Presentation of Supply Offerings

We reserve the right to determine the manner in which Supply Offerings and any other information intended to inform PBD Market Place users about Supply Offerings, is presented and promoted. By agreeing to these Terms, Service Provider grants us a nonexclusive, worldwide, royalty-free, fully paid-up right and license under all of Service Provider's intellectual property rights in and to the Supply Offerings to use, reproduce, translate into any language, and display the Supply Offerings on the PBD Market Place. We shall have no obligations to post, maintain, ensure the accuracy of or otherwise manage or handle the Supply Offerings.

1.3 License to Service Provider Marks

During the term of these Terms, Service Provider grants us a non-exclusive, royalty-free, fully paid up, worldwide right and license under all of Service Provider's intellectual property rights in and to use, reproduce and display Service Provider's trademarks and logos ("**Service Provider Marks**"), in connection with the marketing and promotion of the Supply Offerings in the PBD Market Place. We may reformat or resize Service Provider Marks for publishing on the PBD Market Place provided that it does not materially alter the overall appearance of the Service Provider Marks. We will stop using the Service Provider Marks upon termination of Service Provider's participation on the PBD Market Place.

1.4 Security

Service Provider will implement and maintain reasonable security measures to prevent unauthorized access to the Supply Offerings. Such measures will in no event be less stringent than those used to safeguard Service Provider's own property. Such measures will include, where appropriate, use of updated firewalls, virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches, virus definitions and other updates. We reserve the right to terminate these Terms, in our sole discretion and without limitation or termination liability, if we reasonably determine that Service Provider fails to meet its obligations under this Section or if the areas of non-compliance are such that the security of the Service Provider's Supply Offerings are insufficient.

If at any time Service Provider determines that any unlawful or unauthorized access, use or disclosure of the systems and/or confidential information of Service Provider, its customers or we ("**Data Security Breach**") may have or has occurred, Service Provider will promptly notify us of such Data Security Breach and investigate such Data Security Breach. Without limiting any notification required by any appliable law, Service Provider will use reasonable efforts to notify

us of a Data Security Breach within eight (8) hours after Service Provider reasonably believes that there has been a Data Security Breach, but in no event more than twenty four (24) hours after such belief. Subject to applicable laws and regulations, any decision to notify a third party or parties of a Data Security Breach will be made by us in our sole discretion. Upon our request, Service Provider will cooperate with us and its third-party service providers in conducting an investigation of the Data Security Breach, which may include providing us and its third-party service providers with access to the Supply Offerings and their underlying systems, network, servers and applications affected by the Data Security Breach.

Service Provider is solely responsible for maintaining the security of its password. Service Provider may not disclose its password to any third party (other than third parties authorized by Service Provider to use Service Provider's PBD ID in accordance with these Terms) and is solely responsible for any use of or action taken under its password. If Service Provider's password is compromised, Service Provider must immediately change its password.

1.5 Rights Reserved

Except for the license rights granted in these Terms: (i) Service Provider retains all rights in the Supply Offerings; and (ii) each party retains all rights it would have independent of these Terms. We do not obtain any right, title or interest from Service Provider under these Terms in or to the Supply Offerings. Service Provider agrees that it is solely responsible for protecting and enforcing its rights in the Supply Offerings and the Service Provider Marks and that we have no obligation to do so on Service Provider's behalf.

2. Licensing and Support of Supply Offerings

The PBD Market Place is a platform for displaying Supply Offerings. Service Provider, not us, is responsible for selling, licensing or otherwise granting Customers rights to use the Supply Offerings, including all software, data, and services included within, installable by, or otherwise associated with Supply Offerings. Subject to the terms and conditions of these Terms, Service Provider hereby appoints us as an authorized distributor to sell and/or distribute the Supply Offerings to Customers for use in connection with the PBD Market Place.

Such licenses, end user license agreements or other agreements (in whatever form) will be between the Service Providers and Customers. When we act solely as a marketplace platform, we will neither be a party to these agreements nor will the agreements create any obligations or responsibilities of any kind for us. However, when we act as a Service Provider offering our own Supply Offerings, we will be responsible for our own customer relationships and service obligations. For third-party Service Providers' offerings, each Service Provider will be solely responsible for providing its Customers with all necessary support services, maintenance and other services in connection with the Supply Offerings and for ensuring that any options for

support services and maintenance services that are described in Service Provider's Supply Offerings remain available for Customers.

3. Limited Warranties

3.1 Service Provider Representations and Warranties

Service Provider represents and warrants to us that (i) it has all requisite right, power, and authority to enter into these Terms, perform your obligations, and grant the rights, licenses, and authorizations in these Terms; and (ii) any information provided or made available by Service Provider or its for inclusion on the PBD Market Place, including without limitation, the Supply Offerings, Service Provider Marks, Supply Offerings, its agreement with Customers, is at all times accurate and complete.

4. Data Protection

4.1 Privacy

Service Provider and we will only use data exchanged pursuant to these Terms as authorized and in compliance with applicable law. Each party shall maintain a Privacy Policy that accurately describes its use of existing and prospective Customer Data and prospective customer data. "**Customer Data**" means electronic data and information submitted by or for a Customer to the services, Supply Offerings, PBD Market Place, etc, which are accessible to the Customer while resident on our Website or system.

4.2 Privacy and Security of Customer Data Submitted or Accessed by the Supply Offerings

Service Provider will maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer Data submitted, accessed or processed by the Supply Offerings. To the extent the Service Provider transmits or processes Customer Data outside our Website or systems, Service Provider represents and warrants that it will notify all Customers and Users prior to their use of the Supply Offerings that their Customer Data will be transmitted or processed outside our system and to that extent we are not responsible for the privacy, security, or integrity of that Customer Data.

Service Provider may not:

- (a) modify Customer Data, except to provide the Supply Offerings or when expressly permitted in writing by Customer,
- (b) disclose Customer Data except as compelled by law or as expressly permitted in writing by Customer, or
- (c) access or use Customer Data except to provide the Supply Offerings and prevent or address service or technical problems, or at Customer's request in connection with customer support matters.

In addition, Service Provider will comply with all applicable laws in providing the Supply Offerings, including, but not limited to, pricing, documentation, and terms of use, to Customers and Users. Service Provider agrees to maintain the confidentiality of Customer Data indefinitely following the expiration or termination of this Agreement. For the avoidance of doubt, Customer Data will be deleted in accordance with the documentation, provided, however, that we will keep a copy of certain information necessary for compliance and account management purposes, such as account registration and contact information.

For both Users and Services Providers

1. Services Content

Our services allow Service Providers and Users to provide us with source code, files, software, processes, interfaces, data, text, settings, media, service offering, market listings, product descriptions or other information for storage, hosting, or processing by the Services ("**Services Content**").

Subject to these Terms, by providing your Services Content to or via the services, you grant us a license to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute your Services Content solely for the purpose of providing the Services. You are responsible for all Services Content and you represent and warrant that you have all rights, licenses, and permissions required to provide Service Content.

Such other users are collectively defined as your "**End Users**" for purposes of these Terms. For clarity, "End Users" in this context includes all such other users, regardless of whether they are intermediary parties, End Users of other End Users, or the like. You are responsible for their End Users' compliance with these Terms.You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement, Your Content or use of the Services. You are responsible for End Users' use of the Services, and for their compliance with your obligations under this Agreement. If you become aware of any violation of your obligations under this Agreement caused by an End User, you will immediately suspend access to the Services by such End User. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide such support or services.

You are solely responsible for your Services Content, End Users and any activity by your End Users, you agree we are not and will not be in any way liable for your Services Content, End Users and/or activity by your End Users.

1.1 Data Retention and Deletion

As between you and us, we do not store your Services Content beyond what is necessary for providing the Services. Upon termination of the applicable Service or at your request, your Services Content will be automatically deleted from our systems, except where retention is

required by applicable law or for legitimate business purposes such as billing and compliance. We will make commercially reasonable efforts to delete your Services Content within a reasonable time of Service termination or your deletion request.

1.2 Output Ownership

For Services that generate output, content, or results based on User's input or Services Content ("**Output**"), Users own all right, title, and interest in and to such Output. We hereby assign to Users all of our right, title, and interest, if any, in and to Output generated through User's use of the Services.

1.3 User Representations and Warranties

By providing the Participants' Services Content via the services, you affirm, represent, and warrant that:

- The Services Content will not violate these Terms or any applicable law, regulation, rule, or third party rights;
- You are solely responsible for the development, moderation, operation, maintenance, support and use of their Services Content, including when the Services Content is contributed by your End Users;
- The Services Content does not and will not: (i) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade a right of privacy, publicity or other property rights of any other person; or (iii) cause us to violate any law, regulation, rule, or rights of third parties; and
- Except for the specific Services provided to you under these Terms or other express contract, you are solely responsible for the technical operation of your Services Content.

1.4 Security and Backup Responsibilities

You are responsible for properly configuring and using the Services and taking your own steps to maintain appropriate security, protection and backup of their Services Content, which may include the use of encryption technology to protect your Services Content from unauthorized access and routine archiving their Services Content. We do not promise to retain any preservations or backups of your Services Content. You are solely responsible for the integrity, preservation and backup of your Services Content, regardless of whether your use of Services includes our backup feature or functionality, and to the fullest extent permitted by law, we shall have no liability for any data loss, unavailability, or other consequences related to the foregoing.

<u>For Anyone Using Our Website or Services</u>

1. Rules of Conduct

You must use our Website and Services in accordance with the rules of conduct herein, any use of our Website and Services in violation of these rules shall constitute a breach of these Terms.

1.1 Illegal or Abusive Activity or Content

You may not use our Website or Services for any unlawful or abusive purpose. Prohibited activities include:

- Illegal Activities: Any use of our Website or Services to engage in, further, promote, or encourage illegal conduct or activities, including the dissemination of content that has been determined by a court of competent jurisdiction to be unlawful.
- Fraudulent or Harmful Activities: Engaging in activities that is deceptive or harmful to others, or that would harm our operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, Ponzi and pyramid schemes, phishing, or pharming), deceptively impersonating another person or entity, or engaging in other fraudulent or misleading practices.
- Violation of Intellectual Property Rights: Using our Website or Services in a manner that violates, infringes on or misappropriates the intellectual property or proprietary rights of any third party, including without limitation any rights in or to copyright, patent, trademark, trade secret, privacy or publicity, and publishing content intended to assist others in unlawfully circumventing technical measures intended to protect any such rights.
- Unlawful Pornography: Disseminating child pornography or depictions of nudity or sexual activity obtained or disseminated without the consent of those depicted (e.g., "revenge pornography").
- Violent, Harassing, or Abusive Content: Content that incites or threatens violence against any person, promotes terrorism, is intended to harass, abuse or invade the privacy of any individual, creates a risk to the physical safety or health of any individual or to public safety or health, or that threatens or encourages harm on the basis of race, ethnicity, national origin, religion, caste, sexual orientation, sex, gender, gender identity, serious disease or disability, or immigration status.
- Controlled Substances: Unlawfully selling or distributing controlled substances, including but not limited to any illegal or prescription drugs.

1.2 Security Violations

You may not use our Website or Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include:

- Harmful Software: Content, software, or any other technology that may damage, interfere with, surreptitiously intercept, or expropriate any computer system, program, or data, including any viruses, malware, spyware, adware, Trojan horses, worms, or time bombs.
- Unauthorized Access: Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.
- Interception: Monitoring of data or traffic on a System without permission.
- Falsification of Origin: Using fake or misleading TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.

1.3 Network Abuse

You may not make network connections to any users, hosts, or networks unless you have permission to communicate with them. Prohibited activities include:

- Monitoring or Crawling: Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled, or other harvesting or scraping of any content of our Website or Services.
- Deceitful Actions: Introducing intentionally, knowingly or recklessly, any virus or other contaminating code into our Website or Services, or collecting, transmitting, or using information, including email addresses, screen names or other identifiers, by deceit or covert means (such as phishing, Internet scamming, password robbery, spidering, and harvesting).
- Intentional Interference: Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, flooding techniques, or conducting a denial of Service ("DoS") attack.
- Operation of Certain Network Services: Operating open proxies, open mail relays, open recursive domain name servers, Tor exit nodes, or other similar network services.
- Avoiding System Restrictions: Using manual or electronic means to avoid any use limitations placed on a System, such as access limits and storage restrictions.
- Retaliation Against us: Any conduct that is likely to result in retaliation against us, including our Website or Services, or our employees, officers or other agents, including engaging in behavior that results in any our server being the target of a DoS attack.
- Withholding Identity: Any activity intended to withhold or cloak identity or contact information, including the omission, deletion, forgery or misreporting of any transmission or identification information, such as return mailing and IP addresses.

- Mining of Cryptocurrencies: Mining any cryptocurrency, including but not limited to BitCoin or any similar currency, without explicit written permission.

1.4 E-Mail and Other Message Abuse; Spamming

You will not distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. You will not collect replies to messages sent from another internet service provider if those messages violate these rules or the acceptable use policy of that provider. You must use reasonable efforts to secure any device or network within your control against being used in breach of the applicable laws against spam and unsolicited email, including where appropriate by the installation of antivirus software, firewall software and operating system and application software patches and updates. You will not take any action which directly or indirectly results in any of our IP addresses being listed on any abuse database (e.g., Spamhaus).

You must comply with the laws and regulations applicable to bulk or commercial email in your jurisdiction and in the jurisdiction where the Services are provided. In addition, your bulk or commercial email must meet the following requirements:

- You must have a privacy policy or similar disclosure posted for each domain associated with the mailing;
- You must have the means to track anonymous complaints;
- You must not obscure the source of your e-mail in any manner;
- You must post an email address for complaints (such as abuse@yourdomain.com) in a conspicuous place on any website associated with the email, and you must promptly respond to messages sent to that address;
- Your intended recipients have given their consent to receive e-mail via some affirmative means, such as an opt-in procedure, and you can produce the evidence of such consent within 72 hours of receipt of a request by the recipient or us;
- You must use reasonable means to ensure that the person giving consent is the owner of the e-mail address for which the consent is given;
- You must include the recipient's e-mail address in the body of the message or in the "TO" line of the e-mail; and
- You must honor revocations of consent and notify recipients of the same.

These mail policies apply to messages sent using our Website or Services, or to messages sent from any system by you or any person on your behalf that directly or indirectly refer the

recipient to a site hosted via our Website orS. In addition, you may not use a third-party e-mail service that does not practice similar procedures for all of its customers. These requirements apply to distribution lists created by third parties to the same extent as if you created the list.

1.5 Vulnerability Testing

You may not attempt to probe, scan, penetrate, or test the vulnerability of our system or network, or to breach the our security or authentication measures, whether by passive or intrusive techniques, or conduct any security or malware research on or using our Website or Services, without our prior written consent.

1.6 Other Usage Restriction

You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of our Website or Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction; (ii) modify, translate, or otherwise create derivative works of any part of our Website or Services; (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder;(iv) attempt to access the Services to build a competing product or service, including to train competing AI models or resell the Services except as expressly approved by us; or (v) support any third party's attempt at any of the conduct restricted in this sentence.You shall abide by all applicable local, state, national and international laws and regulations.

1.7 Other Compliance Requirement

1.7.1 Information Access and Disclosure

We reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) respond to any applicable law, regulation, legal process or governmental request; (ii) enforce these Terms, including investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security or technical issues; (iv) respond to user support requests; or (v) protect the rights, property or safety of us, our users and the public.

1.7.2 U.S. Export Control, Sanctions and Compliance

1.7.2.1 Sanctions, Trade Restrictions and Export Control Obligations

As the laws and regulations regarding advanced chips, computing items or cloud computing change constantly in U.S., the Services may be subject to the trade and economic sanctions maintained by the U.S. Office of Foreign Assets Control ("**OFAC**"), and other U.S. restriction. By accessing our Website or Services, you agree to comply with these laws and regulations. Specifically, you represent and warrant that you are not (a) located in any country that is subject to OFAC's trade and economic sanctions, such as Cuba, Iran, North Korea, Syria, and the Crimea

region of Ukraine; or (b) an individual or entity included on any U.S. lists of prohibited parties including but not limited to: the Treasury Department's List of Specially Designated Nationals List ("**SDN List**") and Sectoral Sanctions List ("**SSI List**"). Additionally, you agree not to – directly or indirectly – sell, export, reexport, transfer, divert, or otherwise dispose of any Service received from us in contradiction with these laws and regulations. Failure to comply with these laws and regulations may result in the suspension or termination of your PBD ID.

You agree to comply with all applicable export and import control laws and regulations in your use of our Website or Services, and, in particular, you will not utilize our Website or services to export or re-export data or software without all required U.S. and foreign government licenses. You assume full legal responsibility for any access and use of our Website or Services from outside the U.S., with full understanding that such access or use may constitute export of technology and technical data that may implicate export regulations and/or require export license.

1.7.2.2 Cooperation with Compliance Requirements

For compliance with applicable laws and regulations, including but not limited to export control laws, economic sanctions, anti-money laundering requirements, and other regulatory obligations, we may from time to time require you to provide documentation, information, or other materials to verify your identity, business activities, use of our Services, or compliance with applicable laws ("**Compliance Information**").

1.7.2.3 Provision of Materials

Upon our reasonable notice, you must promptly provide accurate, complete, and truthful Compliance Information as requested by us. Such information may include, but is not limited to:

- Identity verification documents
- Use case descriptions and intended purposes
- End user information and certifications
- Export control classifications and documentation
- Any other information reasonably necessary for compliance verification

You represent and warrant that all Compliance Information provided to us is true, accurate, complete, and current.

1.7.2.4 Failure to Cooperate

If you fail to provide the requested Compliance Information within the timeframe specified in our notice, or if you provide incomplete, inaccurate, or misleading information, we reserve the right, in our sole discretion and without liability to you, to:

- Suspend or terminate your access to our Website and Services
- Refuse to provide or continue providing Services
- Take any other action we deem necessary for compliance purposes.

1.7.2.5 Compliance-Based Service Actions

We reserve the right, in our sole discretion and without prior notice or liability to you, to suspend, terminate, or refuse to provide access to our Website and Services for compliance purposes, including but not limited to situations where:

- Continued provision of Services may violate applicable laws or regulations
- We determine that such action is necessary to maintain compliance with our legal obligations
- Regulatory authorities require or recommend such action
- We reasonably believe that continued Service provision poses compliance risks

You acknowledge and agree that such actions may be taken even if you have provided all requested Compliance Information and are not otherwise in breach of these Terms.

1.8 Vicarious Responsibility, PBD ID Security

You are solely responsible for the activity that occurs on your PBD ID, regardless of whether the activities are undertaken by you, your employees, any third party (including your contractors or agents), your licensees, or your customers. You are responsible for notifying your employees, agents, and others related to your use of our Website and Services of the provisions of these Terms.

You shall utilize proper security protocols, such as setting strong passwords and access control mechanisms, safeguarding access to all logins and passwords, and verifying the trustworthiness of persons who are entrusted with PBD ID access information. You are solely responsible for any unauthorized access to your PBD ID, and must notify us immediately of any such unauthorized access upon becoming aware of it.

You shall notify us if and when you learn of any security incidents or breaches affecting our Website or Services, including unauthorized access to your PBD ID, and shall aid in any investigation or legal action that is taken by authorities and/or us to investigate and cure the security incident or breach to the extent caused by your PBD ID or your use of our Website and Services.

When purchasing the Services, unless otherwise agreed in writing between you and us, you agree that we may transfer and store any of the content created during you use our Websites or Services, in other geographic regions or jurisdictions at our sole discretion. You represent and

warrant that such storage and transfer are adequately consented to by you and permissible pursuant to applicable laws, regulations, rules, and third party rights.

The above rules are not exhaustive, and we reserve the right to take remedial action in connection with content or uses that are not specifically described above.

2. Confidentiality

To the extent you receive or possess any nonpublic information from us that is designated confidential or, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential, such information is our "**Confidential Information**" and must be handled according to these Terms. Confidential Information includes but is not limited to: (a) nonpublic information about our technology, customers, business plans, marketing and sales activities, finances, operations and other business information; and (b) the existence and content of our discussions or negotiations with you regarding your PBD ID and/or use of our Website or Services. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of these Terms; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the information by a wrongful or tortious act or by violating the rights of us or third parties; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.

You may not use Confidential Information except in connection with your use of our Website or Services as permitted under these Terms or as separately authorized in a signed writing by us. You agree to not disclose Confidential Information during the term of these Terms, after you cease using our Website or Services and after these Terms otherwise no longer apply. You will take all reasonable measures to avoid disclosure or unauthorized use of Confidential Information, including at least the measures you take to protect your own confidential information of a similar nature.

3. Third Party Links and Tools

Certain content, products, services, and tools available via our Website or Services may include materials from third parties provided as a convenience for users.

Third-party links on our Website may direct you to third-party websites not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or any other materials, products, or services of third parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand

them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

4. No Warranty

OUR WEBSITE AND SERVICES, INCLUDING WITHOUT LIMITATION ANY CONTENT DELIVERED AS A PART THEREOF, ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO OUR WEBSITE AND SERVICES AND ALL CONTENT DELIVERED IN CONNECTION THERETO, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE; OR (C) ANY WARRANTY OR GUARANTY RELATING TO AVAILABILITY, ACCURACY, ERROR RATE, SYSTEM INTEGRITY, OR UNINTERRUPTED ACCESS. WE DO NOT WARRANT THAT: (I) OUR WEBSITE OR SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH OUR WEBSITE OR SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING OUR WEBSITE OR SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF OUR WEBSITE AND SERVICES IS SOLELY AT YOUR OWN RISK.

TO THE FULLEST EXTENT PERMITTED BY LAW, WHEN WE ACT AS A MARKETPLACE, WE HAVE NO LIABILITY FOR SUPPLY OFFERINGS. MEANWHILE, WE ARE NOT RESPONSIBLE FOR THE CONTENT THAT YOU ACCESS THROUGH YOUR USE OF OUR WEBSITE, SERVICES, OR CONTENT OF OTHER USERS OF US OR OTHER THIRD PARTIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU RELEASE US FROM ALL LIABILITY RELATING TO SUCH CONTENT. YOU ACKNOWLEDGE AND AGREE THAT WE MAKE NO REPRESENTATIONS CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH OUR WEBSITE OR CONTENT OF OTHER USERS OF US OR OTHER THIRD PARTIES, AND THAT WE ARE NOT RESPONSIBLE OR LIABLE FOR THE ACCURACY, QUALITY, LEGALITY, OR OTHER ATTRIBUTES OF SUCH CONTENT.

THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. WE DO NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT WE ARE PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

5. Limitation of Liability

To the fullest extent permitted by law, in no event will we be liable to you for any indirect, incidental, special, consequential or punitive damages (including damages for loss of profits, goodwill, or any other intangible loss) arising out of or relating to your access to or use of, or your inability to access or use, our Website and Services or any materials or content on our Website and Services, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, and whether or not we have been informed of the possibility of damage. To the fullest extent permitted by law, you agree we will have no liability for any data that may be destroyed, lost or otherwise rendered inaccessible, whether because you failed to backup your data or for any other reason.

To the fullest extent permitted by law, our aggregate liability to you for all claims arising out of or relating to these Terms or our Website and Services, whether in contract, tort, or otherwise, is limited to the amount you have paid to us for the Services at issue in the month prior to the event or circumstance giving rise to claim.

Each provision of these Terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended to and does allocate the risks between the parties under these Terms. This allocation is an essential element of the basis of the bargain between you and us. Each of these provisions is severable and independent of all other provisions of these Terms. The limitations in this section will apply even if any limited remedy fails of its essential purpose.

6. Indemnification

To the fullest extent permitted by law, you are responsible for your use of our Website and Services, and you shall defend, indemnify, and hold harmless us and our employees, officers, directors, agents, contractors, and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees and costs, that arise from or relate to your Services Content, the End Users, or your access to or use of our Website and Services, including your breach of these Terms or applicable law, willful misconduct, negligence, illegal activity, breach of security or data, unauthorized access to or use of your PBD ID, or infringement of a third party's right, including any intellectual property, confidentiality, property or privacy right. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, without limiting your indemnification obligations with respect to that matter, in which event you will make best efforts to assist and cooperate with us in defending the matter at your expense.

7. DMCA Policy

We comply with the Digital Millennium Copyright Act Policy (DMCA). If you believe that material located on or linked to our Websites violates your copyright, you are encouraged to notify us following the DMCA guidelines. To do so, please click "Contact Us" at the top-left of our homepage to reach us,with the subject line "**DMCA Notice**" with detailed and accurate information supporting your claim.

8. Suspension and Termination

8.1 Suspension

You agrees and accepts that PBD shall be entitled to suspend Services without prior notice in circumstances such as: (i) the PBD data center being affected by viruses/malware; (ii) "Network flooding" or "DDOS" attacks at PBD premises or on PBD servers; (iii) faulty hardware at PBD's data centers; (iv) the Services being used by you in violation of the terms and applicable laws; (v) to protect the servers maintained by PBD in the event of a threat of breakdown or where there is valid reason to believe that not suspending the Services would cause loss to other customers of PBD; (vi) in cases where suspension is required by law; or (vii)trigger any contractual suspension right under this Agreement or in such other circumstances as PBD may reasonably determine.

8.2 Termination.

8.2.1 Termination for Convenience. We may terminate the Agreement for any reason by providing you at least 15 days' advance notice.

8.2.2 Termination for Cause.

By Either Party. Either party may terminate the Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party,or each party becomes the subject of a legal proceeding under a law relating to insolvency or bankruptcy. No later than the Termination Date, you will close your account.

By Us. We may also terminate this Agreement immediately upon notice to you:(A)if your activity, or use of the Services or your platform: (i) poses a material security risk, (ii) trigger any contractual termination right under this Agreement, (iii) could adversely impact the Services or the systems or content of any other PBD platform, (iv) could subject PBD, its affiliates, or any third party to liability, or (v) could be fraudulent;(B) if our relationship with a third-party partner who provides Services or other technology we use to provide the Services expires, terminates or requires us to change which render the Agreement incapable of further performance; or(C) in order to comply with the law or requests of governmental entities.

8.3 Effect of Termination.

Upon termination or cancellation, we may, without obligation to do so (unless otherwise required by applicable law), delete any of your content or data in its possession including deleting all file systems, storage blocks, virtual machines, and any usage data associated with the account without liability; provided, however, we may maintain a copy of any information in accordance with our data retention practices and our Privacy Policy. Even after the termination of these

Terms, your PBD ID, or access to our Website, any content you have posted or submitted may remain on our Services indefinitely.

You agree that if your use of our Website or Services is terminated under these Terms, you will not attempt to use that Service under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold us harmless from any and all liability that we may incur. Your use of the Service after termination will be a violation of this section, which survives any termination.

The provisions of these Terms concerning the protection of intellectual property rights, prohibited use, user-submitted content, disclaimers, limitations of liability, indemnity, and Disputes, as well as any other provisions that by their nature should survive, shall survive any such termination.

9. Errors and Omissions

On occasion, information on our Website or Services may contain errors, including, without limitation, typographical errors, inaccuracies, or omissions. We reserve the right to, at any time without prior notice, correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on our Website or Services is inaccurate (including after you have submitted your order). In the event that an item is listed at an incorrect price or with incorrect information due to an error in pricing or product information, we shall have the right, at our sole discretion, to refuse or cancel any orders placed for that item.

Miscellaneous

10.1 Governing Law and Dispute Resolution

These Terms and all matters regarding their interpretation and/or enforcement are governed by the Laws of the State of Delaware, excluding its choice of law rules. If a dispute or claim relating to these Terms arises, we each agree to make a reasonable and good-faith effort to agree on an out-of-court solution and to resolve the dispute. If no out-of-court settlement is reached, any related action, lawsuit, or proceeding must be brought and adjudicated exclusively by state or federal courts located in the State of Delaware, United States of America. Any claim, action suit, or proceeding relating to these Terms must be brought by you within one year of the event that gave rise to the claim or such claim is hereby waived to the maximum extent permitted by law.

10.2 Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior written consent. Any assignment or transfer in violation of this Section will be void. We may assign this Agreement without your consent (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to any affiliate or as part

of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for PBD as a party to this Agreement and PBD is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

10.3 Changes in Law or Regulation

If there is any change in law or regulation that would materially restrict or prohibit our ability to provide the unpaid Services pursuant to these Terms, we may suspend or cancel the unpaid Services, or otherwise amend these Terms.

10.4 Export Control and Sanctions

Any Service provided pursuant to these Terms may be subject to export control and sanctions laws of the U.S. and/or other applicable jurisdictions. Therefore, you may only access and use our Website or Services in compliance with U.S. and other applicable export control and sanctions laws and regulations.

10.5 Entire Agreement

These Terms, together with our Privacy Policy, and any other legal notices published on the our Website or during the Service, shall constitute the entire agreement between you and us concerning the Services and supersedes all prior terms, agreements, discussions and writings regarding the Service.

10.6 Order of Precedence

In the event of a conflict between provisions arising out of any documents included in the Agreement, the order of precedence will be as follows, unless expressly stated otherwise: (i) the applicable order form if any; (ii) any other binding document signed between us; (iii) these Terms; (iv) all other documents or policies incorporated by reference in the Agreement.

10.7 Severability

If any provision of these Terms, by action of law or for any other reason, is held to be prohibited, invalid, void, or unenforceable in any relevant jurisdiction, such provision will be stricken, and the remaining provisions of these Terms will remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term. Our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

10.8 Force Majeure

PBD will be liable for any failure or delay in its performance due to any cause beyond its reasonable control, including acts of war, acts of God, terrorism, earthquake, flood, fire,

embargo, riot, sabotage, labor shortage or dispute, unforeseen technical or utility failure, governmental act, or failure of the Internet (not resulting from the actions or omissions of PBD).Notwithstanding this provision, any additional laws, regulations, rules, orders, or measures, related to export control, economic or financial sanctions, embargoes, which prohibits PBD from providing the Services to Customer , as imposed, issued, administered, enacted or enforced by the United States of America or any other competent authorities in relevant jurisdictions shall also be deemed as an event of Force Majeure.If a Force Majeure Event prevents PBD from providing the affected Services for more than thirty (30) consecutive days, PBD may terminate the affected Services without any liability. Force Majeure Event does not relieve your obligation to pay Fees accrued or payable under the Agreement.

10.9 No Third-Party Beneficiaries.

This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

10.10 No Waivers.

The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

10.11 Notice.

To You. We may provide any notice to you under this Agreement by:(i) posting a notice on the PBD Site; or(ii) sending a message to the email address then associated with your account.

Notices we provide by posting on the PBD Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

To Us. To give us notice under this Agreement, you must contact PBD as below.

Contact Us

We welcome your questions and comments about these Terms. You may click "Contact Us" at the top-left of our homepage to reach us.