

# Terms of Service

**Last Updated: November 2, 2021**

These Terms of Service (these “Terms”) constitute a legally binding agreement between Lampa.ai, (“Lampa”) and you, and govern your access to and use of our website, tools and services located at <https://lampa.ai/> (the “Website”) and our corresponding software applications and interactive services for devices (each an “App”). Please read these terms carefully. By accessing or using the Website in any way, you represent that you have read, understand, and agree to be bound by these terms and if you are acting on behalf of a business entity, that you have the authority to enter into this agreement on behalf of such business entity, and are authorized to bind such business entity to this agreement. If you do not agree to be bound by this agreement, you may not access or use the Website or the Apps.

## Access and Use

Subject to your strict compliance with these Terms, Lampa hereby grants you a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to access and use the Website, App and materials solely for your personal or internal business purposes, as applicable. You may not: (a) access the Website, App or any Materials to build a competitive product or service; (b) modify, copy or reverse engineer the Website, App or any Materials or any part thereof; (c) remove, change or replace any Lampa’s Marks; (d) copy any ideas, features, functions or graphics of any Lampa Property; or (e) access any part of any Lampa Website, or any server, equipment, or network used to provide any Lampa Website unless expressly authorized to do so or exceed any authorized level of access.

Subscription to the Website is sold at the following bundles (i) \$9.99 / month per user, or (ii) \$29.99 / 6 (six) months per user. All charges are indicated prior to applicable taxes.

For subscription termination users should approach us via [support@lampa.ai](mailto:support@lampa.ai), enclosing payment documents.

Refunds are possible on a case by case basis at the discretion of Lampa. In case approved, refunds shall be transmitted to the bank account indicated by the user within 30 (thirty) days from the date of the approval.

## Ownership

All text, content, documents, names, logos, trademarks, service marks, brand identities, characters, trade names, graphics, designs, copyrights, trade dress, or other intellectual property appearing in the Website, and the organization, compilation, look and feel, illustrations, artwork, videos, music, software and other works on the Website, including but not limited to the results of the test passed by the user of the Website or any App (the “Materials”) are owned by Lampa and its affiliates or used with permission or under license from a third party (hereinafter collectively referred to as the “Owner”) and are protected under copyright, trademark and other intellectual property and proprietary rights laws. As between Lampa and you, all right, title and interest in and to the Materials will at all times remain with Lampa and/or its Owners. The “Lampa” logos, and other marks, logos and titles are registered and/or common law trade names, trademarks or service marks of Lampa. Lampa reserves all other rights. Except as expressly provided herein, nothing on the Website shall be construed as conferring any license under Lampa’s and/or any Owner’s intellectual property rights, whether by estoppel, implication or otherwise. Notwithstanding anything herein to the contrary, Lampa may revoke any of the foregoing rights and/or your access to the Website, or any part thereof, including the blocking of your IP Address, at any time without prior notice.

## **Acceptable Use Policy**

You agree that your use of the Website is subject to the following acceptable use policy (“AUP”) and that in the event that you violate the AUP in any way, Lampa may suspend or terminate your access to the Website, including by blocking your IP Address, at any time without prior notice. You will not use, in connection with the Website or an App, any content (“Prohibited Content”) that:

- is offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, or is pornographic or sexually explicit in nature;
- bullies, harasses or advocates stalking, bullying, or harassment of another person;
- involves the transmission of “junk mail”, “chain letters,” or unsolicited mass mailing, or “spamming.”;
- promotes, copies, performs or distributes an illegal or unauthorized copy of another person’s work that is protected by copyright or trade secret law, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protection devices, or providing pirated music, videos, or movies, or links to such pirated music, videos, or movies;
- is involved in the exploitation of persons under the age of eighteen (18) in a sexual or violent manner, or solicits personal information from anyone under thirteen (13);
- provides instructional information about illegal;
- contains viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software; or otherwise violates these Terms, end user license agreement, or software license provided by Lampa in connection with such App.

In case you use data provided by Lampa that has originated on another data platform, you agree to the terms and policies laid out by the said platform before you start receiving and using such data from Lampa.

## **Geographic restrictions**

The Website can be accessed from countries around the world and may contain references to products and/or services that are not available in your country. Lampa reserves the right to limit the availability of the Website and/or the provision of any product or service available through the Website or any App to any person, geographic area, or jurisdiction, at any time and in Lampa’s sole discretion. Lampa makes no representations that the Website or products and services are appropriate or available for use in all locations. Those who access or use the Website or any App from other jurisdictions do so at their own volition and are responsible for compliance with local law.

## **Third Party Links**

Portions of the Website may contain links to websites operated by third parties (“Third Party Sites”). Such links are provided for your convenience only, and if you access any such Third Party Sites you do so at your own risk. Lampa is not responsible for the content of any such Third Party Sites, or the products and services sold on them, nor is Lampa responsible or liable for any loss or damage that may arise from your use of such Third Party Sites. Links to other Third Party Sites do not imply our endorsement of any content, advertising, products, services, or other materials on or available through such Third Party Sites.

## **Availability of Website**

From time-to-time the Website, any App or portions thereof may be inaccessible or inoperable due to: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs that Lampa may undertake from time

to time; or (c) causes beyond the reasonable control of Lampa or that are reasonably foreseeable by Lampa, such as interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that Lampa does not guarantee access to the Website or any App on a continuous and uninterrupted basis, and that Lampa is not responsible for any delays, delivery failures, or other damages resulting from interruptions in availability of the Lampa properties.

### **Changes to Website**

Lampa reserves the right to modify, withdraw, suspend or discontinue, temporarily or permanently, at any time and from time to time, any Materials, product, or service available on the Website or any App, without limitation, in whole or in part, including the cessation of all activities associated with the Website or any App, with or without notice. You agree that Lampa will not be liable to you or to any third party for any such modification, withdrawal, suspension or discontinuance.

### **GDPR and Personal Data Compliance**

To the extent we process any Customer Data to which the provisions of the European Union's General Data Protection Regulation applies, the terms of the Personal Data Addendum will apply. You accept the terms listed in the Personal Data Addendum [<https://lampa.ai/docs/addendum.pdf>] and agree that we may process the Customer Data in any location of Lampa, its affiliates, partners and service providers, in accordance with the terms of this Addendum.

### **Arbitration; Applicable Law**

Please read this carefully. It affects your rights. Except for a claim by Lampa of infringement or misappropriation of any of Lampa's patent, copyright, trademark, or trade secret rights, any and all disputes between you and Lampa arising under or related in any way to these Terms must be resolved through binding arbitration as described in this section. This agreement to arbitrate is intended to be interpreted broadly. It includes, but is not limited to, all claims and disputes relating to your use of the Website.

You agree that by entering into this agreement, you and Lampa are each waiving the right to trial by jury or to participate in a class action. You and developer agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Any arbitration will take place on an individual basis; class arbitrations and class actions are not permitted.

### **Disclaimers**

Without limiting the foregoing, the Website or any App, the materials and all other features offered via the Website or any App, are provided to you "as is" and "as available" without warranty of any kind with respect to the Website or any App and/or materials, either express or implied, including but not limited to, fitness for a particular purpose, title, or non-infringement. Should applicable law not permit the foregoing exclusion of express or implied warranties, then Lampa hereby grants the minimum express or implied warranty required by such applicable law. No advice or information, whether oral or written, obtained by you from Lampa, its employees, agents, suppliers or any other persons shall create any warranty, representation or guarantee not expressly stated in this section. Additionally, Lampa does not make any warranties that the Website or any App will be uninterrupted, secure or error free or that your use of the Website will meet your expectations, or that the Website or any App, materials, or any portion thereof, is correct, accurate, or reliable. Lampa reserves the right to change any part of the Website or any App at any time without notice.

## **Limitation of Liability**

Your use of the Website or any App is at your own risk. Neither Lampa, its affiliates, nor any of their respective officers, directors, agents or other representatives will be liable for any damages, direct, indirect, incidental, consequential, special, or punitive, including, without limitation, loss of data, income, profit or goodwill, loss of or damage to property and claims of third parties arising out of your access to or use of the Website or any App or arising out of any action taken in response to or as a result of any materials or other information available on the Website or any App, however caused, whether based on breach of contract, tort (including negligence), proprietary rights infringement, product liability or otherwise. The foregoing shall apply even if company was advised of the possibility of such damages. If you become dissatisfied in any way with the Website or any App, your sole and exclusive remedy is to stop your use of the Website or any App. You hereby waive any and all claims against company and its affiliates, agents, representatives and licensors arising out of your use of the Website or any App. Because some states do not allow the disclaimer of implied warranties or the exclusion or limitation of certain types of damages, these provisions may not apply to you. If any portion of this limitation on liability is found to be invalid or unenforceable for any reason, then the aggregate liability of company and its affiliates shall not exceed one hundred dollars (\$100.) The limitation of liability herein is a fundamental element of the basis of the bargain and reflects a fair allocation of risk. The Website or any App would not be provided without such limitations and you agree that the limitations and exclusions of liability, disclaimers and exclusive remedies specified herein will survive even if found to have failed in their essential purpose.

## **Miscellaneous Provisions**

These terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Lampa. Lampa may freely transfer or assign this agreement and any or all of its rights and obligations described herein without restriction.

These terms are in English and all disputes between the parties shall be resolved in English. You understand and acknowledge that any foreign language services provided by Lampa are for informational purposes only and it is your obligation to obtain independent legal advice at your own expense to ensure you understand the terms of this agreement.

You affirm that you are more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in the terms of use, and to abide by and comply with these terms.

Lampa's failure to enforce any provision of these terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. If any part of these terms is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these terms shall continue in effect. A printed version of these terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### **Changes to these terms**

From time to time, Lampa may revise these terms. Your use of the Website or any App following the posting of any revised terms of use shall be deemed acceptance of the revised policy. Lampa strongly recommends checking terms of use periodically. If you disagree with the provisions of these terms at any time, your sole remedy is to terminate your use of the Website or any App. Continued use of the Website or any App constitutes your agreement to these terms as in effect.

### **Contact Us**

All feedback, comments, requests for technical support, and other communications relating to the Website or any App should be directed to [support@lampa.ai](mailto:support@lampa.ai).

Individual Entrepreneur Gaitova E.K.

125040, Russia, Moscow, Raskova, 7

Taxpayer Identification Number (INN) 3447 0519 8664

Primary State Registration Number (OGRNIP) 32177 46000 68762