

TERMS OF USE

Thank you for your interest in using the online services operated by Tamnoon, Inc. (“**Tamnoon**”) and offered through the website located at [tamnoon.io] (the “**Tamnoon Site**”). These Terms of Use (“**Terms**”) govern your use of the Tamnoon Site. Please read these Terms carefully. By using the Tamnoon Site, you are stating that you have read and understand, and agree to be bound by, these Terms. If you do not agree to these Terms, you are not permitted to use the Tamnoon Site. You agree that these Terms incorporate and include the Tamnoon Site’s Privacy Policy and that Tamnoon may use any information Tamnoon obtains about you in accordance with the provisions of the Privacy Policy.

1. **Your Responsibilities.** You agree:

- a. not to use the Tamnoon Site to:
 - i. violate any third-party rights or any local, state, federal, or international law or regulation.
 - ii. transmit or create any materials that are abusive, harassing, tortious, defamatory, libelous, or invasive of another’s privacy;
 - iii. transmit any material that contains adware, malware, spyware, software viruses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
 - iv. use the Tamnoon Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Tamnoon Site, including their ability to engage in real time activities through the Tamnoon Site;
 - v. use any robot, spider, or other automatic device, process, or means to access the Tamnoon Site for any purpose, including monitoring or copying any of the material on the Tamnoon Site;
 - vi. use any manual process to monitor or copy any of the material on the Tamnoon Site, or for any other purpose not expressly authorized in these Terms, without our prior written consent;
 - vii. impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or
 - viii. interfere with or disrupt or attempt to interfere with or disrupt the Tamnoon Site or servers or networks connected to the Tamnoon Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Tamnoon Site.

2. Personal, Non-Commercial Use Only. You agree to use the Tamnoon Site only for your personal, non-commercial use.

3. Copyright Infringement. Pursuant to Title 17 of the United States Code, Section 512, Tamnoon has implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If you believe your copyright is being infringed by something on the Tamnoon Site, please provide written notice to the following Tamnoon agent for notice of claims of copyright infringement.

Tamnoon, Inc.
info@tamnoon.io

Your written notice must: (a) contain your physical or electronic signature; (b) identify the copyrighted work alleged to have been infringed; (c) identify the allegedly infringing material in

a sufficiently precise manner to allow Tamnoon to locate that material; (d) contain adequate information by which Tamnoon can contact you (including postal address, telephone number, and e-mail address); (e) contain a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, the copyright owner's agent, or the law; (f) contain a statement that the information in the written notice is accurate; and (g) contain a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

4. Feedback. If you choose to provide technical, business, or other feedback to Tamnoon concerning the Tamnoon Site or any Tamnoon products or services (collectively, “**Feedback**”), Tamnoon will be free to use, disclose, reproduce, license, or otherwise distribute or exploit such Feedback in its sole discretion without any obligations or restrictions of any kind, including intellectual property rights or licensing obligations. You understand and agree that the incorporation by Tamnoon of Feedback into any of its products or services does not grant you any proprietary rights therein.

5. Termination and Suspension. Without limiting other remedies, Tamnoon may terminate or suspend your access to all or part of the Tamnoon Site without notice if Tamnoon determines, in its sole and absolute discretion, that you have violated these Terms or have engaged in any conduct that Tamnoon believes is in violation of any applicable law or regulation or is otherwise harmful to the interests of Tamnoon, any other Tamnoon Site user, or any third party. You may discontinue your participation in and access to the Tamnoon Site at any time.

6. Modifications To Terms. Tamnoon may, in its sole and absolute discretion, change these Terms from time to time. If you login to the Tamnoon Site after a change to these Terms, we will advise you of the change. If you object to any such changes, your sole recourse will be to cease using the Tamnoon Site. Continued use of the Tamnoon Site following notice of any such changes will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

7. Modifications To Tamnoon Site. Tamnoon reserves the right to modify or discontinue the Tamnoon Site with or without notice to you.

8. Fees. Tamnoon reserves the right at any time to charge fees for access to new Tamnoon services or to portions of the existing Tamnoon services or to the Tamnoon Site as a whole. In no event will you be charged for access to any Tamnoon services, or to the Tamnoon Site, unless Tamnoon obtains your prior agreement to pay such fees. If you do not consent to the payment of such fees, however, you may not have access to paid content or services. Details regarding the services you will receive in exchange for the payment of fees, as well as any payment terms and conditions that apply, will be disclosed to you prior to your agreement to pay such fees. All such terms will be deemed to be a part of (and are hereby incorporated by reference into) these Terms.

9. Password and Security. You are responsible for maintaining the confidentiality of any passwords you utilize in connection with the Tamnoon Site or Tamnoon services, and you are solely responsible for all activities that occur under your password. You agree to immediately notify Tamnoon of any unauthorized use of your password or any other breach of security related to the Tamnoon Site. Tamnoon reserves the right to require you to alter your password if Tamnoon believes that your password is no longer secure. You agree that you will be solely responsible for any loss or damage you suffer as a result of your failure to adequately safeguard your password.

10. Third Party Services; Integration and Links. Tamnoon may integrate with or provide links to certain third-party Internet sites and services. The third-party services made available through the Tamnoon Site or the integration of such sites and services with the Tamnoon Site are for your convenience only and do not signify the endorsement by Tamnoon of such third-party sites or services. YOU AGREE THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, TAMNOON WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY ACTS OR OMISSIONS BY THIRD

PARTIES, ANY THIRD-PARTY SERVICES OR SITES, OR ANY INFORMATION OR OTHER MATERIALS FOUND AT ANY OTHER WEBSITE OR INTERNET RESOURCE.

11. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- a. YOU EXPRESSLY AGREE THAT USE OF THE TAMNOON SITE IS AT YOUR SOLE RISK. THE TAMNOON SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TAMNOON EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TAMNOON SITE AND ALL PARTNER SERVICES (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT). YOU ACKNOWLEDGE THAT ACCESS TO DATA STORED BY YOU OR OTHERS ON THE TAMNOON SITE IS NOT GUARANTEED AND THAT TAMNOON WILL NOT BE RESPONSIBLE TO YOU FOR ANY LOSS OF DATA CAUSED BY THE TAMNOON SITE OR ITS UNAVAILABILITY. YOU UNDERSTAND AND AGREE THAT ANY DATA, SERVICES AND/OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE TAMNOON SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING THEREFROM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TAMNOON OR THROUGH THE TAMNOON SITE WILL CREATE ANY WARRANTY FROM TAMNOON NOT EXPRESSLY MADE HEREIN.
- b. UNDER NO CIRCUMSTANCES WILL TAMNOON OR ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS, OR LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF MONEY, REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR (OR ANYONE USING YOUR ACCOUNT’S) USE OF THE TAMNOON SITE.
- c. IF, NOTWITHSTANDING THESE TERMS OF USE, TAMNOON IS FOUND TO BE LIABLE, LIABILITY OF TAMNOON AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS, OR LICENSORS TO YOU OR TO ANY THIRD PARTY IS LIMITED TO ONE HUNDRED U.S. DOLLARS (\$100).

12. Disclaimer of Warranties. Exclusions And Limitations. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that Tamnoon may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Tamnoon’s liability will be the minimum permitted under such applicable law.

13. Indemnification. You agree to indemnify, defend, and hold harmless Tamnoon and its officers, directors, employees, consultants, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys’ fees) that such parties may incur as a result of or arising from your (or anyone using your account’s) violation of these Terms. Tamnoon reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Tamnoon’s defense of such claim.

14. Trademarks. “Tamnoon” and the Tamnoon logo, and certain other of the names, logos, and materials displayed in the Tamnoon Site, may constitute trademarks, trade names, or service marks (“**Marks**”) of Tamnoon or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with Tamnoon or those other entities.

15. Copyrights; Restrictions on Use. The content on the Tamnoon Site (the “**Content**”) is protected under United States and international copyright laws, is subject to other intellectual property and proprietary rights and laws, and is owned by Tamnoon or its licensors. The Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without the prior written permission of Tamnoon and its applicable licensors; and you must abide by all copyright notices, information, or restrictions contained in or attached to any Content.

16. Miscellaneous. These Terms, together with any additional terms to which you agree when using particular elements of the Tamnoon Site (e.g., terms relating to the payment of fees for certain Tamnoon Site content or services), constitute the entire and exclusive and final statement of the agreement between you and Tamnoon with respect to the subject matter hereof, and govern your use of the Tamnoon Site, superseding any prior agreements or negotiations between you and Tamnoon with respect to the subject matter hereof. These Terms and the relationship between you and Tamnoon will be governed by the laws of the State of California as applied to agreements made, entered into, and performed entirely in California by California residents, notwithstanding your actual place of residence. All lawsuits arising from or relating to these Terms or your use of the Tamnoon Site will be brought in the Federal or State courts located in San Francisco County, California, and you hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose. The failure of Tamnoon to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the intentions of Tamnoon and you as reflected in the provision, and that the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Tamnoon Site or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these Terms are for convenience only and have no legal or contractual effect. These Terms will remain in full force and effect notwithstanding any termination of your use of the Tamnoon Site.

17. Date Last Modified. These Terms were last modified on November 30, 2023.