

Picdmo Inc.

END USER LICENSE AGREEMENT

THIS AGREEMENT, dated as of the date on which an individual located in a jurisdiction approved by Picdmo pursuant to this Agreement and not less than 13 years of age ("**User**") accepts the terms and conditions of this Agreement, is by and between Picdmo Inc., a Delaware corporation with its website located at www.picdmo.com, ("**Picdmo**") and User.

Introduction

Picdmo offers a license to use the mobile software application known as "Picdmo™", plus all enhancements, improvements, updates and other modifications from time to time made to such mobile software application, (the "**Application**"), and User desires to obtain such a license, pursuant to the terms and conditions of this Agreement. Therefore, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by the parties, and intending to be legally bound, Picdmo and User agree as follows:

1. **Definitions.** The following terms shall have the meanings set forth below:

(a) "**AAA**" means the American Arbitration Association, 150 East 42nd Street, 17th Floor, New York, New York 10017.

(b) "**Authorized Jurisdiction**" means the United States, the European Union, the United Kingdom, India and any other jurisdiction approved by Picdmo pursuant to this Agreement.

(c) "**Content**" means all data and other information made available to User by Picdmo as a result of using the Application.

(d) "**DCMA**" means the Digital Millennium Copyright Act, as from time to time amended.

(e) "**Derived User Data**" means User Data that has been de-identified or anonymized, or is a copy of or derived from User Data.

(f) "**Documentation**" means all user documentation, if any, provided by Picdmo to User, whether on-line or in tangible form, for the sole purpose of assisting User in using the Application.

(g) “**Effective Date**” means the date on which User accepts the terms and conditions of this Agreement.

(h) “**Fees**” means all fees and other amounts payable by User to Picdmo for the Application as set forth on the Site or in the User Account; provided, however, that Picdmo may at any time modify such fees and other amounts, in its sole discretion.

(i) “**Malicious Code**” means any virus or other code that is intended to delete, disable, disrupt, encrypt or modify, or otherwise adversely affect, without proper authorization the Application, any Content, any Documentation, any systems used or relied upon by Picdmo or User, or any User Data.

(j) “**Personal Information**” means any personal information or similar information of User or other individuals (as defined in the Privacy Policy) created or received by Picdmo as a result of User using the Application.

(k) “**PI-Derived Data**” means Personal Information that has been de-identified or anonymized.

(l) “**Privacy Policy**” means the privacy policy, plus all enhancements, improvements, updates and other modifications from time to time, adopted by Picdmo and available to User on the Site and Application.

(m) “**Protected Information**” means, subject to Section 7 of this Agreement, (i) all algorithms, logic, designs, code techniques or other proprietary information used in the Application, (ii) the Application, (iii) all Content, (iv) all Documentation and (v) all User Data.

(n) “**Security Breach**” means any loss or theft, or unauthorized access, disclosure, modification or use, adversely affecting any Protected Information or Personal Information, as applicable.

(o) “**Site**” means the website made available by Picdmo (or a third party designated by Picdmo) to User in connection with User’s use of the Application and located at www.picdmo.com.

(p) “**Taxes**” means all duties, sales, use and other taxes, tariffs, and other government-imposed fees (however designated) that are payable by User to Picdmo with respect to the Application, or this Agreement, as set forth on the Site or in the User Account, except for any Taxes payable on the net income of Picdmo.

(q) **“User Data”** means all data and other information (including but not limited to images and videos) provided by User as a result of using the Application, but not including any Personal Information.

(r) **“User Account”** means the account created by User for purposes of using the Application pursuant to the first sentence of Section 3 of this Agreement.

2. **Application.**

(a) Picdmo will provide to User, and User may access and use, the Application beginning on the Effective Date. The Application (i) shall only be used by User as set forth in this Agreement or any Documentation, (ii) shall only be accessed by User in an Authorized Jurisdiction for User’s personal or commercial purposes, and (iii) may be enhanced, improved, updated or otherwise modified at any time by Picdmo, whether with or without notice to Picdmo, but subject to the right of Picdmo to modify Fees. In using the Application, User has no right to access the source code for the Application. Solely to the extent necessary to enable User to access and use the Application pursuant to this Agreement, Picdmo grants to User a limited, non-exclusive, restricted, non-transferable, and revocable license to use the Application.

(b) User grants to Picdmo a fully-paid, transferable and worldwide license to copy, modify, reproduce, transfer and use any Personal Information without restriction, except that no such copying, modifying, reproducing, transferring or using of any Personal Information by Picdmo shall violate any privacy or data security law applicable to Picdmo. Without limiting the generality of the immediately preceding sentence, Picdmo may use such license to enable User to access and use the Application, to determine usage patterns and other behaviors of users of the Application, to enhance, improve, update or otherwise modify the Application, to confirm that User’s access and use of the Application complies with the terms and conditions of this Agreement, and for other legitimate purposes. Any provision of this Agreement to the contrary notwithstanding, and for the sake of clarity, Picdmo may from time to time use “cookies” and other tracking technology in the Application and the Site. Additional terms and conditions regarding Picdmo’s collecting, processing, revising or transferring any Personal Information are set forth in the Privacy Policy.

3. **User Account.** User must create an account on the Application in order to access and use the Application. The User Account shall be created only in the name of User, and no fictitious or other name shall be used by User. For so long as User has a User Account, User shall pay all Fees and Taxes. In creating the User Account, User shall adopt a user name and password that comply with whatever protocol that is from time to time established by Picdmo, in its sole discretion. User shall not disclose its user name or password to any third party, and Picdmo shall not have any responsibility or liability to

User or any third party for User's failure to keep User's user name or password confidential. Picdmo may, at any time and in its sole discretion, disable, suspend or terminate access to, and use of, the User Account, whether with or without notice to User. In addition, Picdmo may rely on any use of the User Account as having been authorized by User, unless User previously notified Picdmo in writing that the User Account, or such user name and password, have been compromised, and Picdmo has had a reasonable opportunity of not less than five business days to act on such notice.

4. **Availability.** The Application is intended to be generally available for use by User. However, there will inevitably be times when the Application is unavailable for scheduled and non-scheduled maintenance by Picdmo. There will also be times when the Application is unavailable for reasons beyond the reasonable control of Picdmo as set forth in Section 19 of this Agreement. Picdmo will not be liable or responsible for any unavailability of the Application for any reason whatsoever.

5. **Use Restrictions.** User's use of the Application must at all times be consistent with this Agreement, all Documentation, all applicable laws and all other restrictions from time to time adopted by Picdmo after giving notice thereof to User. Without limiting the generality of the immediately preceding sentence, User may not (a) use the Application for gaining any unauthorized access to, for any unauthorized use of, or for modifying, the Application or any data or other information of Picdmo or a third party, (b) permit any third party to access or use the Application, (c) process, or permit to be processed, any data or other information of a third party in connection with User's authorized use of the Application, (d) copy, create a derivative work of, decompile, disassemble, reverse-engineer, or translate the Application or any other technology of Picdmo (or its licensors) relating to the Application, or (e) delete any copyright, patent, service mark, trademark or other proprietary notice of Picdmo contained in the Application or on the Site. In addition, User may not use the Application for creating, distributing, processing, storing, or otherwise handling in any manner any User Data or Content that is crude, discriminatory, gory, hateful, obscene, pornographic, related to illegal drug use or paraphernalia, related to terrorism, sexual, unlawful, violent or otherwise from time to time identified by Picdmo as objectionable, in its sole discretion.

6. **User Responsibilities.** User must (a) determine whether or not the Application achieves the results, and performs the functionality, desired by User, (b) obtain, install and maintain all equipment, software and connectivity reasonably necessary to access and use the Application, (c) obtain and use an environment appropriate, and obtain all power and other utilities, reasonably necessary, for the Application, (d) provide, and ensure the accuracy and completeness, of all User Data, (e) maintain the confidentiality of User's user name and password for the User Account, and (f) immediately notify Picdmo in writing of any loss or theft of, or unauthorized access to, or unauthorized disclosure or use of, User's user name or password for the User Account

7. **Protected Information.** Except to the extent provided otherwise in any applicable privacy and data security law, Protected Information does not include any information that (a) is known to User prior to receipt from Picdmo, (b) becomes known to User from a third party not having an obligation of confidentiality (or other similar obligation) to Picdmo, (c) becomes publicly known without a breach of this Agreement by User or a breach by a third party of an agreement that is substantially similar to this Agreement, or (d) is independently developed by User without any access to such Protected Information. In each case referenced in clauses (a) to (d) of the immediately preceding sentence, User will carry the burden of proving that User is entitled to rely on any such exception. If User is required to disclose to a third party (including, but not limited to, a governmental authority) or use any Protected Information pursuant to any applicable law, User shall immediately give to Picdmo written notice of such requirement, and upon the request of Picdmo, reasonably cooperate with Picdmo to contest such requirement.

8. **Security.**

(a) User shall implement and continuously maintain commercially reasonable measures, plus all other precautions required under any applicable privacy and data security law, to protect all Protected Information in its possession or under User's control from a Security Breach. User shall also immediately, but in no event later than any period of time required under any applicable privacy and data security law, notify Picdmo in writing of any Security Breach affecting such Protected Information, and perform all other obligations relating to such Security Breach as required under any applicable privacy or data security law.

(b) Picdmo shall implement and continuously maintain commercially reasonable measures, plus all other precautions required under any applicable privacy and data security law, to protect all Personal Information in its possession or under Picdmo's control from a Security Breach. Picdmo shall also notify User in writing of any Security Breach affecting Personal Information of User and perform all other obligations relating to such Security Breach, as required under any privacy and data security law applicable to Picdmo. If, after the occurrence of a Security Breach affecting any Protected Information in the possession or under the control of User, notification to a third party is required by Picdmo pursuant to any privacy and data security law applicable to Picdmo, and upon the request of Picdmo, User shall assist Picdmo in connection with Picdmo's giving such notification.

9. **DMCA Notice.** If User or any third party believes that any Content, Personal Information or User Data posted in the Application or on the Site has been copied or otherwise used in a manner that constitutes copyright infringement, User or such third party may notify Picdmo's designated agent pursuant to the DMCA. The name

and contact information for Picdmo's designated agent for purposes of the DMCA are set forth on the Site. For User's or such third party's notice to be valid under the DMCA, it must satisfy the criteria set forth at www.copyright.gov/dmca-directory/ or on the Site.

10. **Termination.** This Agreement shall be effective, and access to the Application and any Documentation shall commence, as of the Effective Date. Access to the Application and any Documentation shall terminate upon a party's notifying the other party of its desire to terminate such access, whether with or without cause (including, but not limited to, failure to use the Application (i.e. inactivity) or use of the Application for objectionable purposes). Upon termination of such access, (a) User shall no longer access or use the Application or any Documentation, (b) User shall immediately pay all Fees or Taxes pursuant to this Agreement and remaining unpaid, and (c) subject to the Privacy Policy, and any privacy or data security law applicable to Picdmo, Picdmo may, in its sole discretion, delete all or any portion of Content, Personal Information of User and User Data. All provisions of this Agreement that, by their nature, are intended to survive termination of access to the Application or any Documentation shall survive such termination and may be enforced by a party after such termination.

11. **Ownership.**

(a) Picdmo (or its licensor) has and shall retain all right, title and interest in (a) all Protected Information, plus all copyrights, patents, service marks, trademarks, trade secrets and other intellectual property rights therein. No right to use the Application pursuant to this Agreement shall transfer to User any right, title or interest in any Protected Information, except for the right to use the Application as expressly set forth in this Agreement.

(b) If User provides to Picdmo any User Data, or suggests to Picdmo any enhancement, improvement, upgrade or other modification to the Application, any Protected Information, any Documentation, or the Site, whether in writing or orally, Picdmo will own all right title and interest in such User Data or suggestion, and to the extent any applicable law provides that any right, title or interest in such User Data or suggestion is not owned exclusively by Picdmo, User irrevocably assigns to Picdmo all of User's right, title and interest in such User Data or suggestion without any consideration in addition to the consideration received by User in connection with this Agreement, subject to the last sentence of Section 2(a) of this Agreement. Upon the request of Picdmo, User shall execute and deliver to Picdmo each agreement, instrument and other writing, and take all other action, to effect the transfer to Picdmo of all right, title and interest in such User Data or suggestion. User grants to Picdmo a power of attorney, coupled with an interest, to take any action pursuant to the immediately preceding sentence in the name, and on behalf, of User.

(c) Notwithstanding rights User may have in the User Data, Picdmo has the right to create Derived User Data, and the right to use User Data and Derived User Data to train artificial intelligence models, and the right to allow others to do any of the foregoing.

(d) Picdmo has the right to create PI-Derived Data, and the right to use such PI-Derived Data in any manner that Picdmo may use User Data. User grants Picdmo the right to copy and make derivative works from Personal Information and PI-Derived Data, and the right to use Personal Information and PI-Derived Data to train Picdmo's artificial intelligence models.

(e) Picdmo has the right to use Personal Information, User Data, Derived User Data, and/or PI-Derived Data to improve, develop, personalize, and provide Picdmo's products and services.

12. **Representations And Warranties.**

(a) User represents and warrants to Picdmo that:

- (i) no User Data will infringe any copyright, patent, service mark, trademark, trade secret or other intellectual property right of a third party;
- (ii) User is an individual not less than 13 years of age, shall access the Application only in an Authorized Jurisdiction, and is otherwise competent to enter into, and be bound by, this Agreement;
- (iii) all User Data is provided in compliance with applicable law;
- (iv) User has all approvals, authorizations, consents, permissions, and permits necessary to provide Picdmo with User Data; and
- (v) User has made all filings and given all notices required to provide Picdmo with User Data.

(b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PICDMO MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THIS AGREEMENT OR ANY PROTECTED INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, PICDMO DOES NOT REPRESENT OR WARRANT THAT (I) THE APPLICATION MEETS THE NEEDS OF USER OR ANY THIRD PARTY, (II) THE APPLICATION WILL BE AVAILABLE AT ANY PARTICULAR TIME FOR USE, (III) THE APPLICATION DOES NOT CONTAIN ANY BUGS OR OTHER ERRORS, (IV) THE APPLICATION OR THE SITE DOES NOT CONTAIN ANY MALICIOUS CODE, (V) ANY DOCUMENTATION WILL ENABLE USER TO USE THE APPLICATION OR BE ERROR FREE, OR (VI) USE OF THE APPLICATION OR ANY CONTENT

IS A SUBSTITUTE FOR, OR CAN BE USED IN LIEU OF, ARCHITECTURAL, DENTAL, ENGINEERING, LEGAL, MEDICAL OR OTHER PROFESSIONAL SERVICES (INCLUDING, BUT NOT LIMITED TO, DIAGNOSING ANY DISEASE OR CONDITION).

(c) User shall indemnify, defend and hold harmless Picdmo for all costs, damages, expenses, liabilities, losses, payments and penalties incurred by Picdmo or its affiliates, agents, attorneys, directors, officers, stockholders, or other representatives (including, but not limited to, all reasonable fees and disbursements of counsel) arising from, or relating to, (i) User's failure to perform any obligation pursuant to this Agreement, (ii) any representation or warranty made by User in this Agreement being false or misleading in any respect, or (iii) User's accessing or using any Protected Information (including, but not limited to, any pictures constituting Content or User Data) or otherwise using the Application or the Site.

(d) If the Application becomes, or in the opinion of Picdmo is likely to become, subject to a claim that the Application or the Site infringes any copyright, patent, service mark, trademark, trade secret or other intellectual property right of a third party that may disrupt User's use of the Application pursuant to this Agreement, Picdmo may, at its cost and expense and in its sole discretion, (i) procure from such third party the right of User to continue using the Application pursuant to this Agreement, (ii) modify the Application so that the Application does not infringe (or otherwise address the claim of such third party relating to) such copyright, patent, service mark, trademark, trade secret or other intellectual property right or adversely affect the functionality of the Application in any material respect, (iii) replace the Application with another product that contains in all material respects the functionality of the Application, or (iv) immediately terminate this Agreement and the right of User to use the Application.

13. **Limitation on Liability.** ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PICDMO SHALL NOT BE LIABLE TO USER UNDER ANY LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, NEGLIGENCE AND STRICT PRODUCT LIABILITY) FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS), EVEN IF PICDMO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) ANY DIRECT DAMAGES IN EXCESS OF THE AGGREGATE OF ALL FEES (NOT INCLUDING ANY TAXES OR OTHER AMOUNTS) PAID BY USER TO PICDMO PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH USER FIRST MAKES A CLAIM FOR SUCH LIABILITY.

14. **Relationship.** Each party shall be independent contractor pursuant to this Agreement, and shall not, for any purpose, be deemed an agent, employee or partner of,

or as having any other similar relationship with, the other party. User may not incur any indebtedness, liability or obligation on behalf of Picdmo.

15. **Third Parties.** Picdmo may, in its sole discretion, use affiliates, distributors, subcontractors, vendors and other third parties in providing the Application to User and performing its other obligations pursuant to this Agreement. Except as set forth in any applicable privacy and data security law, Picdmo is not responsible for any actions, or inactions, of such affiliates, distributors, subcontractors, vendors or other third parties. Without limiting the generality of the immediately preceding sentence, and for the sake of clarity, Picdmo will not be responsible for any websites that are linked to the Application.

16. **Notices.** Any notice or other communication to be given under this Agreement by User to Picdmo shall be in writing and sent to Picdmo at support@picdmo.com or any other address designated for this purpose by Picdmo after the Effective Date. Picdmo may give to User any such notice or other communication by U.S. Postal Service, electronic mail, courier or posting it on the Site using, in the case of U.S. Postal Service, electronic mail or courier, the address for User contained in the User Account or otherwise in Picdmo's records. Each such notice or other communication to Picdmo shall be deemed to have been given when actually received by Picdmo, and each such notice or other communication to User shall be deemed to have been given when Picdmo sends or posts such notice or other communication, as applicable.

17. **Assignment.** This Agreement shall inure to the benefit of, and be binding upon, Picdmo and User, and subject to the immediately following sentence, each assignee of Picdmo and User, as applicable. User may not assign this Agreement or any right or remedy, or delegate any obligation, under this Agreement, whether voluntarily or by operation of law, and any attempted assignment or delegation by User shall be ineffective *ab initio*. Picdmo may assign to a third party this Agreement, or any such right or remedy, or delegate any such obligation, at any time and in its sole discretion.

18. **Equitable Remedies.** User (a) acknowledges that its failure to comply with any provision of this Agreement will cause Picdmo irreparable harm and that a remedy at law for such a failure would be an inadequate remedy for Picdmo and (b) consents to Picdmo's obtaining from a court having jurisdiction, without any requirement for a bond or other security, specific performance, an injunction, a restraining order or other equitable relief in order to enforce such provision. Picdmo's right to seek and obtain specific performance, an injunction, a restraining order and other equitable relief shall be in addition to, and not in lieu of, any other remedy to which Picdmo is entitled under applicable law (including, but not limited to, monetary damages).

19. **Force Majeure.** Picdmo shall not be liable or responsible to User for damages incurred by User for any delay or failure in performing an obligation pursuant to this Agreement to the extent such delay or failure is caused by (a) death or illness, (b) epidemic, pandemic or other public health event, (c) flood, rain, snow or other weather conditions, (d) governmental action, (e) slowdowns, strikes or other labor disturbances, (f) riot or other public disturbance, (g) terrorism or other criminal conduct, (h) unavailability of utilities or other essential resources, (i) war, whether or not war is actually declared, or other hostilities, or (j) any other event or occurrence beyond the reasonable control of Picdmo.

20. **Attribution.** The Application includes and/or uses software created by others. Such software includes those found via this link www.picdmo.ai/credits.

21. **Disputes.**

(a) Any claim, complaint or dispute arising in connection with the Application, the Site, or this Agreement must first be submitted in writing by one party to the other party. The parties shall then, in good faith, attempt to resolve such claim, complaint or dispute between themselves and without commencing any formal legal proceedings. If the parties are unsuccessful at resolving such claim, complaint or dispute within thirty days after it is submitted by one party to the other party, either party may only commence an arbitration proceeding as set forth in paragraph (b) of this Section.

(b) Except for actions to protect intellectual property rights and to enforce an arbitrator's decision under this Section, all claims, complaints and disputes arising from, or relating to, the Application, the Site or this Agreement shall be submitted to, and resolved by, arbitration under the consumer or commercial rules of the AAA, as applicable, then in effect, except to the extent expressly modified pursuant to this Section. The AAA's consumer and commercial rules can be found at www.aaa.org. In any arbitration pursuant to this Section, there shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with the consumer or commercial rules of the AAA, as applicable. The arbitration shall be conducted by telephone, online or in person, in the sole discretion of the arbitrator, and if the arbitration is to be held in person, it shall take place in Collier County, Florida. All awards and findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement; provided, however, that all such awards and findings must be consistent with the provisions of this Agreement (including, but not limited to, Section 13 of this Agreement).

(c) WITHOUT LIMITING THE GENERALITY OF THIS SECTION, AND FOR THE SAKE OF CLARITY, USER WAIVES ANY RIGHT TO (I) A TRIAL BY JURY, (II) COMMENCE, OR

PARTICIPATE IN, A CLASS ACTION (OR OTHER SIMILAR) ARBITRATION OR LAWSUIT, AND (III) COMMENCE A LAWSUIT IN CERTAIN CIRCUMSTANCES.

22. **Severability**. Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. However, if any such provision shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law, or if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof, or any other such provision, being prohibited or invalid.

23. **Governing Law**. This Agreement shall be governed by, and interpreted and construed in accordance with, the law of the State of Florida, without regard to its principles of conflict of laws.

24. **Entire Agreement**. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and supersedes each course of conduct previously pursued, and each oral agreement and representation previously made, by Picdmo or User with respect to such subject matter, whether or not relied or acted upon.

25. **Amendments**. Picdmo may amend this Agreement at any time by posting a revised version of this Agreement on the Site or in the User Account, and such amendment shall be effective as of such posting. An amended form of this Agreement will apply to Personal Information and User Data existing prior to such amendment, unless User notifies Picdmo in writing within 10-days of such posting that User does not consent to the amendment applying to Personal Information and User Data previously obtained by Picdmo. No course of performance or other conduct pursued, and no oral agreement or representation made, in the future by Picdmo or User, whether or not relied or acted upon, and no usage of trade, whether or not relied or acted upon, will amend this Agreement or any right or remedy of Picdmo or User pursuant to this Agreement. No waiver of any such right or remedy shall be effective unless set forth in a writing signed by the party granting such waiver.

26. **Third-Party Beneficiaries**. This Agreement is solely for the benefit of Picdmo and User. There are no third-party beneficiaries to this Agreement, and only a party to this Agreement can enforce any provision of, or any right or remedy arising under, this Agreement.