

# Terms & Conditions

May 22, 2023

**Last updated: September 25, 2023**

These Terms & Conditions (the “**Agreement**”), together with all the documents referred to in it, constitute a legally binding agreement made between you as a natural person (“**you**”, or “**End-User**”) and PLINK INC., a company incorporated in accordance with the laws of the State of Nevada, registration number: NV20171585778, with its registered address at: 848 N Rainbow Blvd. #5340 Las Vegas, NV 89107, USA (“**we**”, “**us**” or “**Licensor**”), concerning your access to and use of web application, including any updates (the “**Web Application**”), that we made available through our website: <https://friday-email.ai/> (the “**Website**”).

Website and Web Application are referred to collectively as the “**Products**”.

It is important that you read and understand this Agreement as by accessing, downloading, installing or using the Products you indicate that you have read, understood, agreed and accepted the Agreement which takes effect on the date on which you access, download, install or use the Products. By using the Products you agree to abide by this Agreement.

All rights not expressly granted to you are reserved by us.

We reserve the right, at our sole discretion, to make changes or modifications to this Agreement at any time and for any reason. You waive any right to receive specific notice of each such change. It is your responsibility to regularly review this Agreement to stay informed about any updates. You will be subject to, and will be deemed to be aware of and to have accepted, the changes in any revised Agreement by Your continued use of the Products after the date such revised Agreement is posted.

## 1. WEB APPLICATION

1.1. Web Application is a piece of software developed to create texts with the help of the AI and customized for use on web browsers. It is used to write creative texts with the AI.

1.2. The Web Application is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such regulations, you may not use the Web Application. You may not use the Web Application in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

## 2. LICENSE

2.1. You are given a non-transferable, non-exclusive, non-sublicensable license to use the Web Application,

2.2. You may use our Products solely for your own non-commercial purposes. You may not reverse engineer, translate, disassemble, integrate, decompile, integrate, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Products, or any part thereof (except with Licensor's prior written consent).

2.3. You may not copy (excluding when expressly authorized by this Agreement) or alter the Web Application or parts thereof.

2.4. All rights, title and interest in and to the Products and its content, works and means of individualization as well as its functionalities (1) are the exclusive property of the Licensor and/or our partners and/or contracted third parties, (2) are protected by the applicable international and national legal provisions, and (3) are under no circumstances transferred (assigned) to you in full or in part within the context of the license herewithin.

2.5. Violations of the obligations mentioned above, as well as the attempt of such infringement, may be subject to prosecution and damages.

### **3. TECHNICAL REQUIREMENTS**

3.1. The Web Application requires a compatible web browser and a stable connection to the internet.

3.2. You acknowledge that it is your responsibility to confirm and determine that the web browser in which you intend to use the Web Application satisfies the technical specifications mentioned above.

3.3. Licensor reserves the right to modify the technical specifications as it sees appropriate at any time.

### **4. MAINTENANCE SUPPORT**

4.1. The Licensor is solely responsible for providing any maintenance and support services for the Products. You can reach the Licensor by the following email address: [support@safecalls.live](mailto:support@safecalls.live).

### **5. USE OF DATA**

You acknowledge that Licensor will be able to access and adjust your Web Application content and your personal information, and that Licensor's use of such material and information is subject to your legal agreements with Licensor and Licensor's Privacy Policy (the "**Privacy Policy**"): <https://friday-email.ai/PP.pdf>

### **6. USER GENERATED CONTRIBUTIONS**

6.1. The Web Application does not offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or in the Web Application, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "**Contributions**"). Contributions may be viewable by other users of the Web Application and through third-party websites. As such, any Contributions you transmit may be treated in accordance with the Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

1. the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights,

including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.

2. you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Web Application, and other users of the Web Application to use Your Contributions in any manner contemplated by the Web Application and the Agreement.
3. you have the written consent, release, and/or permission of each and every identifiable individual person in Your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of Your Contributions in any manner contemplated by the Web Application and the Agreement.
4. your Contributions are not false, inaccurate, or misleading.
5. your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
9. your Contributions do not violate any applicable law, regulation, or rule.
10. your Contributions do not violate the privacy or publicity rights of any third party.
11. your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
12. your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
13. your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.

14. your Contributions do not otherwise violate, or link to material that violates, any provision of the Agreement, or any applicable law or regulation.

Any use of the Products in violation of the foregoing violates this Agreement and may result in, among other things, termination or suspension of your rights to use of the Products.

## **7. CONTRIBUTION LICENSE**

7.1. You agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

7.2. By submitting suggestions of other feedback regarding the Web Application, you agree that we can use and share such feedback for any purpose without compensation to you. Please do not use Web Application to send any ideas, suggestions, or other content that you wish to keep private or proprietary or for which you expect to receive compensation.

7.3. We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area in the Web Application. You are solely responsible for your Contributions to the Web Application and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

## **8. LIMITATION OF LIABILITY**

8.1. IN NO EVENT SHALL WE BE LIABLE FOR DAMAGES OF ANY TYPE, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR IN ANY WAY RELATED TO THE PRODUCTS. WE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, OR LOSS OF PROFIT OR REVENUES, EVEN IF WE HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO PRODUCTS, SERVICES AND/OR INFORMATION OFFERED OR PROVIDED BY ANY THIRD-PARTIES AND ACCESSED THROUGH THE PRODUCTS OR BY ANY OTHER MEANS. YOU ALSO SPECIFICALLY ACKNOWLEDGE THAT WE ARE NOT LIABLE FOR COSTS OR DAMAGES ARISING OUT OF PRIVATE OR GOVERNMENTAL LEGAL ACTIONS RELATED TO YOUR USE OF ANY OF THE WEB APPLICATION IN ANY COUNTRY. YOU MUST MAKE YOUR OWN INFORMED DECISIONS ABOUT USE OF THE WEB APPLICATION IN YOUR LOCATION AND ASSESS ANY POTENTIAL ADVERSE CONSEQUENCES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. REGARDLESS OF THE PREVIOUS SENTENCES, IF WE ARE FOUND TO BE LIABLE, OUR LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE GREATER OF THE ACTUAL TOTAL AMOUNT RECEIVED BY US FROM YOU OR THE LOWEST LIABILITY LIMITATION ALLOWED BY APPLICABLE LAW.

## **9. DISCLAIMER OF WARRANTIES**

IF YOU CHOOSE TO USE THE PRODUCTS YOU DO SO VOLUNTARILY AND AT YOUR SOLE DISCRETION. YOU AGREE THAT YOUR USE OF THE PRODUCTS SHALL BE AT YOUR SOLE RISK. THE SERVICES AND ALL THE MATERIALS, INFORMATION, SOFTWARE, CONTENT INTEGRATED IN THE WEB APPLICATION ARE PROVIDED ON "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. WE DO NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE MERCHANTABILITY, TECHNICAL COMPATIBILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SERVICE, PRODUCTS OR MATERIAL PROVIDED PURSUANT TO THIS AGREEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED ON OR THROUGH THE SERVICES WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVERS THAT MAKE THE SERVICE AVAILABLE ARE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING OR OTHER HARMFUL COMPONENTS OR SECURITY INTRUSION.

## **10. CLAIMS**

10.1. Licensor and the End-User acknowledge that Licensor is responsible for addressing any claims of the End-User or any third party relating to the Products or the End-User's possession and/or use of these Products, including, but not limited to:

(i) product liability claims;

(ii) any claim that the Products fails to conform to any applicable legal or regulatory requirement; and

(iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with your use of the Products.

## **11. LEGAL COMPLIANCE**

You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and that you are not listed on any U.S. Government list of prohibited or restricted parties.

## **12. CONTACT INFORMATION**

For general inquiries, complaints, questions or claims concerning the Products, please contact:

PLINK INC.

Address: 848 N Rainbow Blvd. #5340 Las Vegas, NV 89107, USA

E-mail: support@safecalls.live

## **13. TERM AND TERMINATION**

13.1. This Agreement is effective from the earliest of the date you use any of the Products until terminated according to terms and conditions specified in this Agreement.

13.2. You may terminate this Agreement at any time by discontinuing your access to and

use of the Products. Your rights under this Agreement will terminate automatically and without notice from the Licensor if you fail to adhere to any term(s) of this Agreement. Upon Agreement termination, you shall stop all use of the Products.

13.3. We reserve the right to terminate this Agreement at any time at our sole discretion for any reason.

#### **14. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY**

14.1. You represent and warrant that you will comply with applicable third-party terms of agreement when using the Web Application.

#### **15. INTELLECTUAL PROPERTY RIGHTS**

15.1. All rights, title and interest in and to the Products and their content, works and means of individualization as well as its functionalities (1) are the exclusive property of the Licensor and/or its partners and/or contracted third parties, (2) are protected by the applicable international and national legal provisions, and (3) are under no circumstances transferred (assigned) to you in full or in part within the context of the Agreement herewithin.

15.2. We will not hesitate to take legal action against any unauthorized use of our trademarks, names or symbols to protect and restore our rights. All rights not expressly granted herein are reserved. Other product and company names mentioned herein may also be the trademarks of their respective owners.

#### **16. APPLICABLE LAW**

16.1. This Agreement is governed by the laws of the State of Nevada (US) excluding its conflicts of law rules.

#### **17. MISCELLANEOUS**

17.1. If any of the terms of this Agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

17.2. Collateral agreements, changes and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.