

Ohai.ai, Inc.

Terms of Service Agreement

Effective Date: December 1, 2025

CAREFULLY READ THE FOLLOWING TERMS OF SERVICE AGREEMENT. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A DISPUTE RESOLUTION CLAUSE. BY CLICKING ON THE “ACCEPT” BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT AND AGREE TO RECEIVE TRANSACTIONAL, INFORMATIONAL AND OTHER USER-REQUESTED TEXT MESSAGES AND NOTIFICATIONS FROM US (TEXT AND DATA RATES MAY APPLY). MARKETING TEXT MESSAGES ARE SENT ONLY TO USERS WHO SEPARATELY PROVIDE PRIOR EXPRESS WRITTEN CONSENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT ACCESS THE SERVICE.

Please contact us at O@ohai.ai for any inquiries.

“You” or “Your” means the person or persons who is/are agreeing to these Terms of Service. “We”, “Our” and “Us” means Ohai.ai, Inc.

This Ohai.ai Terms of Service Agreement (“Agreement”) is made between You and Us as part of the registration process to open and maintain an account with Our interactive online service (“Service”).

TERMS OF SERVICE

1. ACCESS TERMS

1.1. Ownership: The Service is Our proprietary property and is protected by intellectual property laws and treaties. Your access is granted by a limited license only. Subject to the timely payment of all fees We grant You a personal, non-transferable and non-exclusive account enabling You to access and use the Service.

1.2 Accessibility of Service: You agree that from time-to-time the Service may be inaccessible or inoperable for any reason including, without limitation, equipment malfunction, periodic maintenance or causes beyond Our control.

1.3 Service Limitations: The information You receive from Our Service may not be accurate or trustworthy. You recognize that artificial intelligence technology may return information that is stated factually but may not, in fact, be accurate. You should not rely on this information without fact-checking on Your own or first consulting with a professional.

1.4 Use of Your Content: We will use the content of your conversations to improve Our Services and to create new services (“Content”). Our uses of this Content is detailed in

our [Privacy Notice](#). You agree that you shall not input any Content that is not owned by You unless You have prior written consent from the relevant rights-holder of that Content. While You will own any Content, You agree to provide a royalty-free, perpetual, irrevocable, and worldwide license to Us to the Content to use, reproduce, modify, or otherwise act on the Content in order to enable the provision and maintenance of the Services and to use the Content to improve Our Services and develop new Services. This license shall permit uses including but not limited to analysis of the content of conversations to understand opportunities for new features, the use of Content for model training and fine-tuning, and evaluating the performance of our existing Services.

1.5 Communications with Family Members: From time to time, You may choose to provide Us with certain information so that We can provide Services to members of Your family (including children under 13 years of age with Your express written consent) such as communications via SMS, emails, reminders and calendar invitations (the “Family Information”). You warrant and represent that You have the right to provide such Family Information for Our use in providing the Services.

1.6 Shopping Recommendations and Affiliate Links: If you request product recommendations, gift ideas, or links to purchase items, the Service may provide suggestions or links to third-party retailers. Some of these links may include affiliate identifiers, which means Ohai may earn a commission if you make a purchase. Ohai does not control and is not responsible for any third-party products, services, pricing, fulfillment, including but not limited to returns, delivery, warranties, or any other obligations associated with a purchase from a retailer. Any purchase you make is solely between you and the applicable retailer, and your use of a retailer’s website or services is governed by that retailer’s own terms and privacy policies.

1.7. Email Account Connection and Email Content Processing: If you choose to connect your email account (e.g., Gmail or Outlook) to the Service, you authorize Ohai to access, process, and analyze the content of your emails, including message bodies, metadata, attachments, and other email-related information, in order to identify, extract, and organize events and information relevant to your personal schedule. You grant Ohai a limited license to use this email content solely to provide, maintain, and improve the Service. Trained personnel (“Human Assistants”) may review a subset of email content to confirm accuracy or improve the Service, consistent with applicable law and our [Privacy Notice](#). Ohai will not use your email content for advertising or share your email content with third parties except as permitted by our [Privacy Notice](#) and as required to provide the Service.

1.8. Contacts Access: If you choose to connect your contacts or address book to the Service, you represent and warrant that you have all necessary rights and permissions to provide this information to Ohai. You grant Ohai a limited license to use your contacts solely to provide the Service, including identifying individuals relevant to events, facilitating communications that you request or authorize, updating information, and helping you organize your personal schedule. Ohai will not use your contacts for advertising or share contact information with third parties except as required to provide the Service or as otherwise permitted in the [Privacy Notice](#).

2. SECURITY

2.1 Your Security: You are solely responsible for the security, confidentiality and integrity of the content that You transmit through or store on the Service. You are solely liable for any unauthorized use or unauthorized access to Your account by any third party. You agree to bear all responsibility for the confidentiality of Your password and all use charges incurred for the use of Service with Your password.

2.2 Privacy: Your personal information will be treated as set out in our [Privacy Notice](#).

3. FEES

3.1 Free Trial Period: If You receive a trial of the Service, We will make the Service available to You free of charge (the "Trial Version") until the end of the free trial period. You may only use the Trial Version to review, demonstrate, and evaluate the Service, and the Trial Version may have limited functionality. The Trial Version will automatically convert to a paid version of the Service after the trial period has ended at the fees set forth below.

3.2 Fee: The current Fee for using the Service is set forth on Our website. We reserve the right to change the Fee at any time.

3.3 Payment: You shall pay Us the Fee and any applicable taxes via a valid Credit or Charge Card ("Credit Card"). If You enroll in a Free Trial Period, the first payment will be collected from Your Credit Card on the first day after Free Trial Period ends. If no Free Trial Period applies, payment will be collected starting on the date You first subscribe to the Service. Thereafter We will collect from Your Credit Card each subsequent month for as long as the Service is being made available to You. You are responsible for maintaining a valid credit card with Us. All fees, charges, and other amounts are payable in United States dollars and, except as expressly otherwise provided herein, are non-refundable.

3.4 Cancellation: You may cancel Your subscription at any time through Your account settings or by contacting Ohai support as described in the Service. You are responsible for canceling Your subscription if You do not wish to continue being charged. Unless You cancel prior to the start of the next billing cycle, Your subscription will automatically renew and You will be charged the applicable Fee. Cancellation will take effect at the end of Your current billing period, and You will not receive a refund for any partial periods unless required by applicable law.

4. YOUR REPRESENTATIONS

You represent and warrant to Us that (a) You are over the age of thirteen (13) and have the right to accept this Agreement; (b) all the information that You provide to Us is accurate and complete; (c) You are the authorized signatory of the Credit Card You have provided to Us to pay the Fees; (d) You will comply with all the terms and conditions of this Agreement; and (e) You have provided and will continue to provide accurate and complete registration information, including, but not limited to, your legal name, address and mobile telephone number.

5. PROHIBITED USES

You are solely responsible for any and all acts and omissions that happen under Your account or Your password. You agree that You will use our Services in accordance with the following rules, as well as any other written policies we may provide from time to time:

- **Illegal Use:** You must use our Services in compliance with the law. If your use of our Services is limited by the laws applicable to you, you are not authorized to use our Services for that purpose.
- **Harmful Uses:** You may not use or attempt to use Our Services to generate harmful content. Such content includes material that may lead to serious harm to yourself or others, content relating to unethical behavior, or content that may spread misinformation. This policy also bars attempts to use the Services to create content to be fraudulently represented as human-generated.
- **Abusive Content:** You may not use or attempt to use Our Services to generate hateful or discriminatory content, sexually explicit content, descriptions of graphic violence, or other types of shocking material, including abusive, obscene, defamatory, harassing, grossly offensive, vulgar, threatening or malicious content.
- **Infringing Rights:** You may not use or attempt to use Our Services to infringe or violate the rights of others, including violations of the privacy of others. This includes queries to surface the personal information of individuals, including phone numbers, addresses, and other similar sensitive data.
- **Security:** You may not attempt to engage with Our Services in an effort to disable, disrupt, or otherwise subvert the security of our Services. This includes attempts to bypass or disable any content moderation and safety measures implemented within our Services, interfere, disrupt or attempt to gain unauthorized access to other accounts on the Service or any other computer network or send or transmit any viruses, trojan horses or other malicious code.
- **Reverse Engineering:** You may not use or attempt to use Our Services to reverse engineer, decompile, or otherwise attempt to obtain the underlying models, algorithms, or source code of the Services. You may not engage in this or any other activities with regards to our Services to build products that may be competitive with Our Services.
- **Scraping:** You may not scrape or attempt to “crawl” or “spider” any page, data, or portion of our Services, either via manual or automated means.
- **Unsolicited Messages:** You may not use or attempt to use Our Services to send or store unsolicited messages. For clarity, this does not prohibit the Service from sending messages to your contacts that you specifically request or authorize.

6. TERMINATION

6.1 **Term:** This Agreement is effective upon Your clicking the Accept Button and shall continue in full force until terminated.

6.2 Your Termination Rights: You may terminate this Agreement and end the Services for any reason upon thirty (30) days prior notice to Us.

6.3 Our Right to Terminate: We reserve the right to, in Our sole discretion, and without notice, at any time for any reason, to (a) remove or disable access to all or any portion of the Service; (b) suspend Your access to use or access all or any portion of the Service; (c) terminate the Service or the Agreement. In addition, We reserve the right to end the Beta Test period without initiating a production module.

6.4 Survival: You agree that provisions of these Terms pertaining to indemnification, limitations of liability, intellectual property, dispute and arbitration, and any other terms that - by their nature - should survive termination of the Terms, shall survive.

7. DISCLAIMER OF WARRANTIES

THE SERVICE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICE. **USE OF THE SERVICE IS AT YOUR SOLE RISK.**

8. LIMITATION OF LIABILITY AND REMEDIES

8.1 LIMITATION OF LIABILITY. IN NO EVENT WILL WE BE LIABLE FOR ANY LOSSES OR DAMAGES INCURRED BY YOU, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL, INCLUDING PHYSICAL INJURY(unless directly caused by Us), LOST OR ANTICIPATED PROFITS, SAVINGS, INTERRUPTION TO BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF BUSINESS INFORMATION, THE COST OF RECOVERING SUCH LOST INFORMATION, THE COST OF SUBSTITUTE INTELLECTUAL PROPERTY OR ANY OTHER PECUNIARY LOSS ARISING FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICE REGARDLESS OF WHETHER YOU HAVE ADVISED US OR WE HAVE ADVISED YOU OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS APPLY REGARDLESS OF THE CAUSE OR CIRCUMSTANCES GIVING RISE TO SUCH LOSS, DAMAGE OR LIABILITY, EVEN IF SUCH LOSS, DAMAGE OR LIABILITY IS BASED ON NEGLIGENCE OR OTHER TORTS OR BREACH OF CONTRACT (INCLUDING FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM). SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE EXCLUSIONS MAY NOT APPLY.

8.2 MAXIMUM DAMAGES. OUR AGGREGATE LIABILITY (Maximum Damages) IN RESPECT OF ANY AND ALL CLAIMS WILL BE LIMITED TO ONE HUNDRED (\$100.00) DOLLARS.

8.3 TIME FRAME FOR INITIAING AN ACTION. NEITHER YOU NOR WE MAY INSTITUTE ANY ACTION IN ANY FORM ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

9. INDEMNIFICATION

You agree to indemnify, hold harmless and defend Us (including Our shareholders, directors, officers, employees and agents) from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (a) this Agreement, (b) Your use of the Service or provision of data thereunder; and (c) any unacceptable use of the Service including, but not limited to, any Prohibited Use.

10. DISPUTE RESOLUTION

ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS CAPABLE IN LAW OF BEING SUBMITTED TO BINDING ARBITRATION) AGAINST US, SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION LOCATED IN BOSTON, MASSACHUSETTS. The arbitration will be limited solely to the dispute or controversy between You and Us. Any award of the arbitrator(s) shall be final and binding on each party and may be entered as a judgment in any court of competent jurisdiction.

11. FEEDBACK.

You may, from time to time, voluntarily make known to Us suggestions, enhancement requests, techniques, know-how, comments, feedback, or other input with respect to the Service (collectively, "Feedback"). You agree that We own all such Feedback without any obligation to pay You any fee or royalty for such.

12. THIRD PARTY SERVICES AND WEBSITES.

The Services may provide links or other access to services, sites, technology, and resources that are provided or otherwise made available by third parties (the "Third-Party Services"). Your access and use of the Third-Party Services may also be subject to additional terms and conditions, privacy policies, or other agreements with such third party, and you may be required to authenticate to or create separate accounts to use Third-Party Services on the websites or via the technology platforms of their respective providers. For more information about the implications of activating Third-Party Services and Our use, storage and disclosure of information related to You and Your use of such Third-Party Services within the Service, please see our [Privacy Notice](#). This includes services such as Instacart, which You may access through the Service. Ohai does not control Instacart and is not responsible for any products, services, fulfillment, delivery, refunds, or disputes relating to any Instacart order. Your

use of Instacart is governed solely by Instacart's own terms and privacy policies.

We have no control over and are not responsible for such Third-Party Services, including for the accuracy, availability, reliability, or completeness of information shared by or available through Third-Party Services, or on the privacy practices of Third-Party Services. We encourage You to review the privacy policies of the third parties providing Third-Party Services prior to using such services. You are responsible for any and all costs and charges associated with your use of any Third-Party Services. We enable these Third-Party Services merely as a convenience and the integration or inclusion of such Third-Party Services does not imply an endorsement or recommendation. Any dealings You have with third parties while using the Service are between You and the third party. We will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third-Party Services.

13. GENERAL

13.1 Entire Agreement. This Agreement constitutes the entire agreement of the Parties, and no amendment to the terms of this Agreement will be effective unless in writing and signed by both parties hereto.

13.2 Severability. The provisions of this Agreement are to be considered separately, and if any provision hereof should be found by any court or competent jurisdiction to be invalid or unenforceable, this Agreement will be deemed to have effect as if such provision were severed from this Agreement.

13.3 Governing Law. This Agreement is subject to the laws of the Commonwealth of Massachusetts excluding any conflict of laws provisions.

13.4 Revisions. We may at any time revise the terms of this Agreement by updating these terms and by providing reasonable notice to You of that change. We are continually working to make Our Services better for our users. This means that our Services can and will change over time. We may augment, modify, discontinue, or suspend any part of our Services at any time. We will work to provide advance notice to You where appropriate, but you acknowledge that this may not always be possible. The use of any of Our Services after such an amendment to the Terms shall be considered an acceptance of all changes to the Terms. If You do not agree with the revised Terms, You must immediately cease any use of our Services.

13.5 Class Action Waiver. To the fullest extent permitted by law, the parties agree that all claims against the other can only be brought in an individual capacity, and not as a plaintiff or class member in any purported class, consolidated, or other representative proceeding. The parties agree that arbitrators may not conduct any class, consolidated, or representative proceeding, and are limited to providing relief warranted by an individual party's claim.

13.6 Notices. Notices under these Terms shall be provided to you under the information provided to Us when you registered your account. Notices to Us may be provided by

sending a message to O@ohai.ai. Notice shall be considered effective as of the date of receipt.