

TERMS OF SERVICE

DAISY AI

Last updated: November 17, 2021

1. SCOPE

These Terms of Service constitute a binding agreement (the “Agreement”) between you and DAISY AI INC. (“Daisy”), the owner, operator and provider of the Daisy Design AI System (the “Service”).

PLEASE READ THIS AGREEMENT CAREFULLY. BY USING THE SERVICE, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU HAVE REACHED THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICE IN ANY WAY.

2. ACCESS TO THE SERVICE

You may only access the Service if you have been granted valid access rights by Daisy, or by an organization which has entered into an agreement with Daisy to grant access rights to certain designated internal users or guests (an “**Organization**”), as applicable. By using the Service, you represent that you have received a valid invitation to access the Service from Daisy or an Organization, as applicable, and that you will use the Service only in accordance with this Agreement and any additional restrictions communicated to you by Daisy or such Organization, as applicable. To the extent you are granted access to the Service by an Organization, you acknowledge and agree that: (a) your use of the Service is conditional upon the agreement between Daisy and such Organization remaining in full force and effect; (b) the scope of the Service to which you have access is subject to the terms and conditions of the agreement between Daisy and such Organization; and (c) your access to the Service will be revoked immediately upon the termination of the agreement between Daisy and such Organization. Subject to your compliance with this Agreement, Daisy grants you a limited, non-exclusive and non-transferable right and licence to access and use the Service, strictly in accordance with this Agreement.

3. ACCOUNT

In order to access and use the Service, you shall be required to register and obtain a user account (an “**Account**”) by completing the registration process designated by Daisy. As part of the registration process for an Account, you will be required to provide a range of information as prompted by the Account registration form, including your name, contact information, username and password.

The information provided by you during the Account registration process is subject to verification by Daisy, and Daisy may accept or reject your Account and/or your use of the Service in its sole discretion. By creating an Account, you certify that all information you provide is complete and accurate. You agree to update the information on your Account when required or requested, and you further agree not to use another person’s account without permission. You agree not to have more than one Account.

You are responsible for maintaining the confidentiality of, and restricting access to, your Account and its associated password, and you agree to accept sole responsibility for all activities that occur under your Account or password. You agree to notify Daisy immediately at support@daisy.ai of any breach of security or unauthorized use of your Account.

4. RESTRICTIONS

You may access and use the Service only for lawful purposes and solely in accordance with this Agreement. You must not, and you must not request, authorize or encourage any other person to:

- (a) engage in any activities through or in connection with the Service that are unlawful, offensive, obscene, violent, threatening, harassing, or abusive, or that violate any right of any third party;
- (b) distribute, copy, license, rent, sell, publish or otherwise transfer the Service, or any content or proprietary materials of Daisy, to any third party;
- (c) to the maximum extent permitted by applicable law, reverse engineer, decompile, disassemble, reverse assemble, or modify any source or object code or any software or other products, services, or processes accessible through any portion of the Service;
- (d) remove, alter or obscure any copyright, trademark or other intellectual property or proprietary rights notices from the Service;
- (e) engage in any activity that interferes with a user's access to the Service or the proper operation of the Service, or otherwise causes harm to the Service, Daisy, a third party or other users of the Service;
- (f) interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service;
- (g) upload invalid data, viruses, worms or other software agents through the Service;
- (h) attempt to gain unauthorized access to the Service, computer systems or networks connected to the Service, through hacking, password mining, or any other means;
- (i) harvest or otherwise collect or store any information of third parties (including personal information about other users of the Service), without the express consent of such users, except as may be expressly contemplated by this Agreement;
- (j) use any robot, application or other automated means to access, copy, scrape or index any portion of the Service;
- (k) access the Service through any technology or means other than those provided or authorized by the Service; or
- (l) otherwise violate this Agreement or applicable law or use the Service in a way that is inconsistent with this Agreement or applicable law.

Daisy will delete or request the removal of any users or Accounts, in its sole discretion and without liability, based on unacceptable or prohibited use. Daisy may choose not to give notice or explanation of such deletion or removal. Daisy also reserves the right to take appropriate legal action, including referral to law enforcement authorities, for any illegal or unauthorized use of the Service.

5. SUPPORT AND UPDATES

Daisy may from time to time in its sole discretion develop and provide updates to the Service, which may include upgrades, bug fixes, patches and other error corrections or new features (collectively, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionalities of the Service. You acknowledge and agree that Daisy has no obligation to provide any Updates or to continue to provide or enable any particular features or functionalities of the Service. Daisy reserves the right to discontinue support for the Service at any time without liability to you. You agree that all Updates will be deemed part of the Service and be subject to all terms and conditions of this Agreement.

Maintenance requirements or technical difficulties may result in temporary interruptions of the Service from time to time. Daisy reserves the right to modify or temporarily discontinue features or functionalities of the Service at any time for any reason, with or without notice. You acknowledge and agree that Daisy will not be liable to you or to any third party for any of the direct or indirect consequences of any modification, malfunction, suspension, discontinuance or interruption of the Service.

6. PRIVACY POLICY

Use of the Service is governed by the Daisy Privacy Policy (“Privacy Policy”), which Daisy encourages you to carefully review. By accessing and using the Service, you agree to the collection, use, storage and disclosure of your information in accordance with the Privacy Policy, which is incorporated by reference into this Agreement.

7. USER CONTENT

The Service allows users to upload, transmit or store text, photos, videos, graphics, items or other materials (collectively, “**User Content**”). You are solely responsible for any User Content you provide through the Service, including the legality, reliability, integrity, accuracy and quality of such User Content. You are also solely responsible for the means by which you acquire User Content and your use of User Content in connection with the Service, including compliance with all applicable laws and obtaining any consents required for the collection, use, processing and disclosure of any information which relates to an identified or identifiable individual. Daisy will not be liable for the use or misuse of any information or data that is included in any User Content that you provide through the Service.

Daisy may, in its sole discretion, edit and/or remove any User Content you provide through the Service. You are responsible for maintaining copies of any User Content provided through the Service and Daisy expressly disclaims any and all liability for any loss or destruction of User Content. Daisy makes no representations that it will retain any User Content or other information associated with User Content in the event that the Service (or any features or functionalities thereof) are suspended, terminated, discontinued (temporarily or permanently), or otherwise made unavailable or in the event that your use of the Service is suspended or cancelled, for any reason whatsoever.

Any User Content you provide remains your property. However, by providing any User Content through the Service, you hereby grant Daisy a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable and transferable licence, without additional consideration to you or any third party, to use, copy, reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify, translate and otherwise use, analyze and exploit your User Content, in any format or media now known or hereafter developed for the purposes of enabling your access to and use of the Service and for any other purpose determined by Daisy.

You represent and warrant that you have all rights and title necessary to grant the licences granted in this Section, that your User Content is complete and accurate, and that your User Content is not fraudulent, false, misleading, tortious or otherwise in violation of any applicable law or any right of any third party. Daisy may, but shall not be obligated to, review, monitor or remove User Content, in Daisy 'sole discretion and at any time for any reason, without notice to you.

8. PROPRIETARY RIGHTS

(a) For purposes of this Agreement, (i) "Intellectual Property Rights" means any and all proprietary rights provided under (A) patent law; (B) copyright law (including moral rights); (C) trade-mark law; (D) design patent or industrial design law; and (E) any other statutory provision or common law principle applicable to this Agreement; and (ii) Service includes any and all information, materials, records, schematics, drawings and designs supplied or provided to you by the Service, or generated or otherwise made available to you by Daisy, in connection with the Service.

(b) You have no ownership rights in the Service. You acknowledge and agree that the Service and all content, materials and information related thereto constitute Intellectual Property Rights of Daisy. By agreeing to this Agreement, you acknowledge that, as between you and Daisy, Daisy owns and retains all Intellectual Property Rights in and to the Service. All rights in the Service not expressly granted to you are reserved by Daisy.

(c) Any feedback, ideas, comments and suggestions submitted by you to Daisy concerning the Service ("**Contributions**") is subject to the following terms: (i) you warrant that Contributions do not violate any confidentiality obligations that you may have to third parties and that they do not contain proprietary rights of third parties; (ii) Contributions become the Intellectual Property Rights of Daily, and by submitting Contributions you hereby assign to Daisy all of the Intellectual Property Rights in and to the Contributions and waive all moral rights that you have; (iii) Daisy is free to disclose and use (or refuse to disclose or use) any Contributions at its sole discretion; and (iv) you are not entitled to any compensation or reimbursement of any kind under any circumstances.

9. THIRD PARTY MATERIALS

The Service may display, utilize, include or make available third party content (including data, information, applications and other products services and/or materials) or provide links to third party websites or services ("**Third Party Materials**"). You acknowledge and agree that Daisy is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, legality, quality or any other aspect thereof. Daisy does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials may be subject to such third parties 'terms and conditions, and you agree to comply with same.

10. TERMINATION

This Agreement remains in effect for as long as you maintain your ability to access the Service in accordance with the terms and conditions set forth in this Agreement. You may terminate your use of the Service at any time by deleting your Account, by providing notice to Daisy through your Account, or by sending an email to support@daisy.ai. Daisy reserves the right to cancel your access to all or part of the Service and your Account and terminate this Agreement at any time for any reason, with or without notice to you. In particular, your access to the Service and Account will immediately and automatically terminate without notice if you violate any provision of this Agreement, if you cease to be an authorized user of the Organization which invited you to access the Service or if Daisy elects to discontinue the Service.

You acknowledge and agree that termination may result in the immediate deletion of all User Content you have submitted through the Service. You further acknowledge and agree that Daisy will not be liable to you or to any third party for any of the direct or indirect consequences of any interference with or termination of your access to the Service or your Account or deletion of your User Content. Daisy will make all decisions regarding the termination of your access and use of the Service in its sole discretion.

In the event of termination: (a) this Agreement (including all rights granted to you under this Agreement) shall terminate; (b) you must cease all access to and use of the Service; and (c) all provisions of this Agreement which by their nature should survive termination shall survive termination. Termination will not limit any of Daisy's rights or remedies at law or in equity.

11. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, THERE ARE NO OTHER REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS CONCERNING THE SERVICE (INCLUDING FUNCTIONALITY, PERFORMANCE, OPERATION OR USE BY YOU OR NON-INFRINGEMENT), EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DAISY DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE (OR THAT ALL ERRORS CAN OR WILL BE CORRECTED) OR WILL MEET YOUR REQUIREMENTS. ALL REPRESENTATIONS AND WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY DENIED AND DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW. ANY THIRD PARTY PRODUCTS AND SERVICES SUPPLIED OR UTILIZED ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS OF ANY KIND OR NATURE WHATSOEVER. YOU CONFIRM THAT YOU HAVE NOT RELIED ON ANY REPRESENTATION, WARRANTY, CONDITION, COVENANT OR PROMISE MADE BY DAISY WHICH HAS NOT BEEN EXPRESSLY STATED IN THIS AGREEMENT.

YOU UNDERSTAND AND AGREE THAT THE SERVICE IS AN INFORMATION TOOL ONLY AND THAT IT IS NOT A SUBSTITUTE FOR PROFESSIONAL ENGINEERING, ARCHITECTURAL OR DESIGN SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DAISY IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, RECOMMENDATIONS, ACTIONS OR INACTIONS TAKEN OR PROVIDED TO YOU BY PARTIES OTHER THAN DAISY, INCLUDING ANY ENGINEERING, ARCHITECTURAL OR DESIGN SERVICE PROVIDERS, IN CONNECTION WITH YOUR USE OF THE SERVICE.

12. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL DAISY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICE FOR: (A) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES; AND (B) DIRECT DAMAGES IN AN AMOUNT THAT EXCEEDS \$50. YOU ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL TERM OF THIS AGREEMENT RELATING TO THE PROVISION OF THE SERVICE, AND DAISY WOULD NOT PROVIDE THE SERVICE TO YOU WITHOUT THIS LIMITATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), EXTRA-CONTRACTUAL LIABILITY, VIOLATION OF STATUTE OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR DAISY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. INDEMNIFICATION

You agree to indemnify, defend and hold Daisy and its affiliates harmless from and against any and all losses, liabilities, claims, costs, fines, and damages of any type (including legal fees) arising out of or in any way related to: (a) your use of the Service; (b) your violation of the terms and conditions of this Agreement; or (c) your violation of applicable laws or the rights of third parties.

14. ACCESS

As this site may be accessed globally, if you choose to access this site from locations other than the United States or Canada, you do so on your own initiative and you are responsible for compliance with all applicable local use controls, laws and regulations, including those relating to the transmission of technical data exported from or imported to Canada or the country in which you reside. Notwithstanding the foregoing, Daisy makes no representation that materials on this site are appropriate or available for use in locations outside the United States or Canada, as applicable.

15. BRANDING

You shall not use Daisy's trademarks, service marks, logos or brand names without Daisy's prior written consent.

16. AMENDMENTS

Your use of the Service is subject to the most current version of this Agreement in force at the time of such use. To the fullest extent permitted by applicable law, Daisy reserves the right to unilaterally update or modify this Agreement from time to time at its sole discretion without seeking your consent or providing notice to you. It is your responsibility to regularly check the website available at: <http://daisy.ai/policies> to view the then-current agreement applicable to your access to and use of the Service. Your continued use of the Service following any changes to this

Agreement constitutes your acceptance of such changes. If you do not agree to any change, you must stop using the Service.

17. GOVERNING LAW

Except where prohibited by applicable law, this Agreement is governed by and construed in accordance with the laws of the Province of Ontario, Canada, without reference to conflict of laws principles, and the laws of Canada applicable therein. Except where prohibited by applicable law, any disputes in relation to this Agreement or the use of the Service shall be brought to the courts of competent jurisdiction of the City of Toronto, Ontario, Canada.

Except where prohibited by applicable law, any cause of action or claim you may have arising out of or relating to this Agreement or the Service must be commenced within one (1) year after the cause of action accrues, otherwise you agree such cause of action or claim is permanently waived.

18. ADDITIONAL PROVISIONS

This Agreement constitutes the entire agreement between you and Daisy with respect to the Service and supersedes all prior or contemporaneous understandings and agreements between you and Daisy, whether written or oral, with respect to the Service. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without the prior written consent of Daisy. Daisy may assign, transfer or sublicense any or all of its rights or obligations under this Agreement without restriction. The failure of Daisy to act with respect to a breach of this Agreement by you or others does not constitute a waiver and shall not limit Daisy with respect to such breach or any subsequent breaches. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement shall be construed as if followed by the phrase “without limitation.” Daisy will not be responsible for any failure to fulfill any obligation due to any cause beyond its control. The parties hereto have expressly requested that this Agreement and any documents related thereto be drafted in English. *Les parties aux présentes ont expressément requis que la présente convention et tous les documents y afférant soient rédigés en langue anglaise.*

19. CONTACT

If you have an issue or need support related to your use of the Service, please contact Daisy via email at support@daisy.ai

© DAISY AI INC., 2021, Toronto.