

Terms of Use

Hexo and Hexo for Teams ("Platform") are operated by Hexo Inc. ("Hexo," "Hexo AI", "we," "our" or "us"), a company registered in Santa Clara, California, USA, that with its affiliates, provides a global ecosystem to educate and develop AI for the everyone and it has its offerings for individuals and businesses.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE SERVICE.

By accessing or otherwise using this Platform or Service, you (as defined herein) represent that you (i) may not access or use the site or service if you are not at least 16 years old (unless you are a customer via institution, as defined herein); if you are under 18 years old (or the age of majority in the jurisdiction from which you are accessing the site or service) then you may only access the site or service if you have your parent or legal guardian's consent (ii) have read and agree to the terms mentioned hereby. If a minor uses the Services, Hexo assumes consent for the Terms and other related aspects and conditions being given by the legal guardian, and individual terms such as "You," "Your," or "Customer" will be interpreted accordingly.

These terms set forth legally binding terms and conditions that govern your use of the service. By accessing or using the site or service, you accept these terms on your behalf or on behalf of a company or other legal entity. If you are using our Services and entering into this agreement on behalf of a company or a legal entity, you represent that you have the required authority to bind the entity and its affiliates to these terms and conditions. For clarity, if your company has separately executed a master services agreement ("MSA") or Service Order (as defined below) with us, these updated terms of use apply only to the extent authorized by your company's MSA or Service Order.

You can choose not to use the service if you do not agree with these terms and conditions. If you have any questions about the Terms of Service, please contact us at feedback@hexo.ai.

1. Definitions

- "We," "Us," "Our", "Hexo", "Hexo AI" or "Hexo Inc" means Hexo, registered as Hexo Inc , at *4677 Old Ironsides Dr, Ste 170, Santa Clara, CA 95054*.
- "Business Customer" means the company or other legal entity for which you are accepting this Agreement and the Affiliates of that company or entity.
- "Institution" means a school, college or university who associates with Hexo to provide its services to its students.
- "Party" means either Business Customer, Institution, or Hexo.
- "Individual Customer" means a person who accesses the Service.

- “You” or “Your” or “Customer” means the Business Customer or the Individual Customers as per the context.
- “Service Order” means an ordering document specifying the Services to be provided to Business Customer hereunder that is entered into between Business Customer and Hexo and includes a description of what is being ordered, product and service specifications, quantity, price, service levels, payment terms, and order duration. Once signed by both Business Customer and Hexo, each Service Order shall be incorporated by reference and subject to the terms of this Agreement.
- “Agreement” means these Terms of Service along with any Service Order, Statement of Work, and any Exhibits or Appendices that are entered into between Individual or Business Customers and Hexo.
- “Services” means the products and services ordered by you under this Agreement or Service Order and made available to you by Hexo, including online services, tools, and software for Hexo for Teams used to upskill and educate team members with essentials of data science.
- “Customer Content” means all text, information, material, data, software, applications, database content, executable codes, images, audio or video material, including the metadata relating to any such content, in whatever medium or form provided by you or by us in relation to the Platform.
- “Fees” means the amount payable by you to us in consideration for our Service, as stated during signup on our Platform or in the Order Form.
- “Plan” means the paid Service subscribed by the Business Customer or Individual Customers by submitting the required details and making payment via the Platform or by other means.
- “Team Member” refers to employees, prospective hires, consultants, or other entities who have been granted access to Hexo for Teams and Hexo's services by the Business Customer.
- “Payment Processors” means third parties utilized by Hexo from time to time to enable payment processing for the Service via the Platform.

2. Account Creation & Account Information:

- 2.1. Account Creation: Certain Services, such as challenges, courses, bootcamps, expert live sessions or business products like Hexo for Teams, require the registration of an account (the Account) and sign-in before they can be used. By using Hexo, You represent and warrant that you are at least 18 years old (or the age of majority in the jurisdiction from which you are accessing the site or service or are at least 16 years old and have your parent or legal guardian’s consent). If the Account is created for a legal entity, any subscription for the use of the Platform by

any of its employees, agents or representatives on behalf of the legal entity, is deemed as acceptance of these ToU. If you are subscribing for the use of the Platform or on behalf of a legal entity, you represent and warrant that you are duly authorized to do so.

- By registering an Account, you become a registered Customer to use various services of Hexo that include micro-courses, Datathons/AI Challenges, Bootcamps, Discussion forums, Notebooks Platform, Live Sessions, Hexo for Teams, and additional services under the website and any future services. Each of these services may have additional guidelines and terms, which are in addition to, and shall supersede in case of conflict with these Terms of Service.
- 2.2. Account Information: You warrant that all information provided to Hexo in the registration process or otherwise is true and accurate. You shall keep such information up to date at any time. You agree to promptly update your account and other information, including your email address. This will allow us to notify any important changes/updates that may be relevant to you.

3. Usage of Free Trial

If You register on Our website for a free trial of a paid offering, Hexo will make the applicable Service(s) available to You on a trial basis free of charge until the earlier of (a) the end of the Free Trial period for which you registered to use the applicable Service(s), or (b) the start date of any Service Order entered into between You and Hexo for such Service(s). Additional Free Trial terms and conditions may appear on the Free Trial registration web page. Any such terms and conditions are legally binding and incorporated into this Agreement by reference.

The Business Customer understands that it may not be able to transfer any data entered or customized during the free trial to a service that would constitute a downgrade from what was covered in the trial (for instance, from Starter Plan to Custom Plan with lower number of Team Members). Notwithstanding the “Disclaimers and Warranties” section and the “Indemnification” section below, the free trial is provided "AS-IS" with no warranty, and Hexo will have no obligations of indemnification nor liability of any type with respect to the Services for the free trial period.

4. Standards of Service for Business Customer

4.1. While offering the Service, we represent and warrant that we will use commercially reasonable efforts to meet the highest industry standards and provide the Service according to the documentation.

4.2. Excluding holidays, we shall provide appropriate technical support to the Business Customer during regular business hours. Hexo's obligation to provide

support services is subject to the condition that the Business Customer makes reasonable efforts to solve the problem after consulting with Hexo and provides Hexo with sufficient information and resources to correct the problem. While Hexo warrants to provide the best possible support, Hexo will not be obligated to provide support when: (a) the problem is due to Business Customer's negligence, hardware malfunction, or any other cause that is beyond Hexo's reasonable control; (b) the problem is due to a third party software not made available through Hexo; (c) the problem is with individual Customer's desktop or browser or (d) Business Customer has not paid for the Services as required by the Agreement or any applicable Service Order.

4.3. Hexo will make commercially reasonable efforts to notify you of any planned maintenance that might impact the availability of the Service.

4.4. Business Customer shall report any unscheduled system downtime, bug, or defect in the Services to Hexo via feedback@hexo.ai immediately upon becoming aware or receiving notice of such system downtime, bug, or defect.

4.5. In no event shall Hexo be liable for lack of availability due to: (1) outages caused by the failure of public network or communications components, (2) Customer errors, or (3) unauthorized use or misuse by Business Customer or anyone using any of the Business Customer credentials, given that Business Customer has taken industry-standard precautions to protect the Services from unauthorized access, intrusion, and disruption.

4.6. Business Customer is responsible for making all arrangements required to ensure that its Team Members can access the Service and acquire and maintain all required equipment and network connections to do so. It is the Business Customer's responsibility to make sure that their team members have the information they need to use the service. While it is nudged through the platform, it's the Business Customer's responsibility to ensure that the Team Members accept Hexo's Community Terms of Service and Privacy Policy.

4.7. The number of Team Member Invites available to the Business Customer will depend on the plan selected by the Business Customer or the number of Invites subscribed for on the Order Form or during registration or purchasing a subscription on the Platform ("Team Members Invite"). Once all the Team Members Invites have been used up, the Business Customer will no longer be able to grant access to the Service to more employees or team members. Business Customer will have the option to purchase additional Team Members Invites, usage rights, or upgrade the Plan for an additional fee. All unused Team Members Invites will expire on the expiration or termination of an applicable Service Order or subscription.

5. Content uploaded by Business Customer

5.1 License and Restrictions

Subject to the terms and conditions of this agreement, Business Customer agrees and hereby grants a non-exclusive, worldwide, royalty-free, fully paid-up, sublicensable license to Hexo to use, reproduce, copy, modify, do derivative works of, distribute, and otherwise exploit Non-Personally Identifiable Data for (i) providing the Services to you, and (ii) developing, enhancing and supporting the Services.

5.2 Business Customer Content

Business Customer will retain all rights to the data or other materials uploaded or created by it through the Services of the Platform. By submitting, posting, or displaying data, including reports, information, or other materials uploaded or created by the Business Customer or its Individual Customers, Business Customer grants Hexo a worldwide, non-exclusive, royalty-free license to reproduce, adapt, modify, publish and distribute the data solely in conjunction with the Services and obligations under this Agreement. Additionally, the Business Customer represents and warrants that, with regard to any such data, it has all the right, power, and authority necessary for such a grant of rights.

6. Content uploaded by Individual Customers

6.1. Hexo provides certain features which enable Individual Customers to submit, post, share blogs, video tutorials, code/notebooks, or any other material in the form of data, text, software, graphics, messages, etc. ("Content"). Content that Individual Customers submit, post, or share is subject to the Terms of Service. Content that you own and post on Hexo belongs to You, and You may use it in any way, except as prohibited by applicable law or regulations. By using Hexo, You are permitting Us to use the Content as described in these Terms.

6.2. Unless stated, while posting Content on Hexo, you are granting Us a nonexclusive, worldwide, royalty free, fully paid up, sub-licensable, irrevocable, and transferable right and license to use, host, store, reproduce, create derivative works of, distribute, modify, display, and communicate your content. If You post Content on or through Hexo, You represent and warrant that You have the right to post the Content and to grant the above rights to Us. This license continues even if You terminate Your Hexo Account and/or stop using Hexo.

6.3. You understand that by posting your content, you are responsible for your content and any Content that You create, transmit or display while using Hexo and for any consequences thereof. You further agree that under no circumstances we will be liable for the errors or omissions associated with your content. You represent

and agree to all of the following and acknowledge. We are explicitly relying on such representations and agreement with regard to your content and use of Content made available on Hexo:

- The Content represents Your own original work and/or You have all necessary rights to disclose the Content. In doing so, You are not violating the rights of any third party and You know of no other individual or entity whose rights will be infringed or violated by the Content being viewed and used as described in these Terms.
- You agree to use Hexo only for purposes that are legal, proper, and in accordance with these Terms. Your disclosure of your content does not violate a confidential relationship with any third party or establish a confidential relationship Us.
- You understand that You are responsible for your content that You upload, post, email, transmit, or otherwise make available through Hexo. Except as permitted in these Terms, You do not have the rights to use, reproduce, create derivative works of, distribute, publicly perform or publicly display any Content that does not belong to You, other than viewing of Content or the associated content on or through the Hexo.

6.4. We cannot and need not control all Content posted by Individual Customers on or through Hexo, and We do not guarantee the accuracy, integrity, or quality of such Content. You agree that under no circumstances will We be liable in any way for any Content, including any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of Your use of any Content. You understand that You must evaluate and bear all risks associated with the use of any Content, including any reliance on the Content, integrity, and accuracy of such Content. We do not endorse and are not responsible for the accuracy, usefulness, safety, or of or relating to Content. **YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST US WITH RESPECT THERETO.**

6.5. We reserve the right, in Our reasonable discretion, to refuse certain Content to be uploaded to and/or hosted by Hexo, or to edit or remove any Content at any time with or without notice. Without limiting the generality of the preceding sentence. Hexo respects the intellectual property of others and asks that Individual Customers of our Service do the same. In connection with the Service, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of Individual Customers of our Service who are repeat infringers of intellectual property

rights, including copyrights. If you believe that one of our Individual Customers is, through the use of our Service, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification must be provided to our designated Copyright Agent: feedback@hexo.ai

6.6. You are solely responsible for your content and the consequences of posting or publishing it. In connection with your content, You affirm, represent, and warrant that: (i) You own, or have the necessary licenses, rights, consents, and permissions to use and authorize Us to use all patent, trademark, copyright, or other proprietary rights in and to your content to enable inclusion and use of your content in the manner contemplated by these Terms, and to grant the rights and license set forth above, and (ii) your content, Our use of your content pursuant to these Terms, and exercise of the license rights set forth above, do not and will not:

- infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, Privacy Right, right of publicity, or any other intellectual property or proprietary right.
- slander, defame, libel, or invade the right of privacy, publicity, or other property rights of any other person;
- violate any applicable law or regulation; or
- require obtaining a license from or paying fees or royalties to any third party for the exercise of any rights granted in these Terms, including, by way of example and not limitation, the payment of any royalties to any copyright owners, including any royalties to any agency, collection society, or other entity that administers such rights on behalf of others.

6.7. If You provide Us with any comments, bug reports, feedback, or modifications proposed or suggested by You (“Feedback”), We shall have the right to use such Feedback at Our discretion, including, but not limited to the incorporation of such suggested changes into Hexo and/or our other products and services. You hereby grant to Us a perpetual, irrevocable, nonexclusive license under all rights necessary to incorporate and use Your Feedback for any purpose.

7. Third-Party Links & Ads; Other Individual Customers

Hexo provides access to Third-Party Links & Ads (“Linked sites”) only as a convenience to you and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. We do not endorse any such Linked Sites or the information, material, products, or services contained on other Linked Sites or accessible through other

Linked Sites. Furthermore, We make no express or implied warranties with regard to the information, material, products, or services that are contained on or accessible through Linked Sites. Access and use of Linked Sites, including the information, material, products, and services on Linked Sites or available through Linked Sites, is solely at Your own risk.

Further, each Customer is solely responsible for their own Customer Content. We make no guarantees regarding the accuracy, currency, suitability, or quality of any Customer Content. Your interactions with other Individual Customers are solely between you and such Individual Customers. You agree that Hexo will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Customer, we are under no obligation to become involved.

8. Confidentiality

8.1. Confidential Information

“Confidential Information” means all information related to the past, current, or proposed operations, products, technology, Services, or business furnished by the Disclosing Party or its Representatives orally, visually, or in writing to the Receiving Party or its Representatives. Receiving Party shall maintain the confidentiality of the Confidential Information. Without obtaining the prior written consent of the Disclosing Party, the Receiving Party shall not disclose any relevant confidential information to any third Party. Furthermore, the Receiving Party will disclose the Confidential Information to third parties, such as employees or contractors of the Receiving Party, only on a need-to-know basis for purposes of this Agreement. The Receiving Party shall take reasonable measures to protect the secrecy of and avoid disclosure and/or unauthorized use of the Disclosing Party’s Confidential Information. Without limiting the foregoing, the Receiving Party will protect the Disclosing Party’s Confidential Information from disclosure and/or unauthorized use in the same manner as the Receiving Party protects its own confidential or proprietary information. This Section shall survive the termination of this Agreement for any reason.

8.2. Exceptions

The obligation of confidentiality with respect to Confidential Information will not apply to any information: that is or was (i) publicly known and available other than as a result of prior unauthorized disclosure by Receiving Party or any of its Representatives (ii) disclosed to the Receiving Party by a Third Party which, to the best knowledge of Receiving Party or its Representatives had the right to make such disclosure without any confidentiality restrictions (iii) disclosed by Receiving Party with the Disclosing Party’s prior written permission and approval (iv) independently developed by Receiving Party before disclosure by Disclosing Party and without the use and benefit of any of the Disclosing Party’s Confidential Information (v) shared

after being legally compelled by applicable law, by any court, governmental agency or regulatory authority or by subpoena or discovery request in pending litigation. This is provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of the such required disclosure.

8.3. Return of Confidential Information

At Disclosing Party's option, the Receiving Party shall either promptly return or destroy all Confidential Information of the Disclosing Party and permanently erase all electronic copies of such Confidential Information given that such destruction gets certified by a duly authorized representative of the Receiving Party. However, each Party shall be permitted to retain copies of the other Party's Confidential Information for archival, audit, disaster recovery, legal and/or regulatory purposes, provided that any Confidential Information so retained will (i) remain subject to the obligations in this Agreement, (ii) be maintained under the retaining Party's document retention policies, and (iii) not be used for any other purpose.

9. Business Customer Obligations

9.1 No Resale

The Services of the Platform are to be accessed by Business Customer and its designated Individual Customers only for the use and Business Customer's benefit, and not for resale or other transfer to, or use by or for the benefit of, any other person or entity. In case the Business Customer wants to resell Hexo's products, it may write to feedback@hexo.ai.

9.2 Restrictions of Use

- You will not use the Service of the Platform for any purpose that is illegal or inconsistent with the Terms of Service. You will not attempt to copy, modify, create derivative works from, reproduce, reverse engineer, frame, mirror, republish, upload to, display, transmit or distribute all or any portion of the Platform or the Service.
- You will not publish, distribute or disseminate any profane, defamatory, infringing or indecent content that negatively impacts the experience of Customers on the Platform.
- You will not use any robot, spider, or any other device or application to copy, retrieve, archive or index any portion of the Platform that requires authentication or is disabled by the Platform. You will not use, transfer, distribute or dispose of any information or feature on the Platform in a manner that could compete with or negatively affect Hexo's business.

- You will not use the Service in a way that could intentionally interfere with or damage the Service or any other Customer's experience of the Platform by any means. This includes uploading or otherwise disseminating viruses, corrupted files or similar software that could affect any security-related features of the Platform.
- You will not attempt to gain unauthorized access to the Platform, or any part of the Platform, systems or networks connected to the Platform, or any part thereof, through hacking, password mining or any such means.
- You will promptly remove links that we find objectionable at our sole discretion and may not use any of our brand entities or trademarks as part of the link without our written consent.
- You will not distribute or share particular team member invites or Customer access among multiple employees or team members. Should you need accommodation for more Individual Customers than the current limit per your Agreement, please contact feedback@hexo.ai.

9.3 Price and Payment

- **Payment:** Business Customers or Individual Customers agree to pay the monthly, annual, or fee specified when purchasing the Subscription. Depending on where you transact with us, the type of payment method used, and where your payment method was issued, your transaction with us may be subject to foreign exchange fees or price differences because of exchange rates and other geographic-specific pricing. Any agreement with your payment provider will govern your use of your specified payment method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle. Your failure to terminate and/or continued use of your Subscription reaffirms that we are authorized to charge you for that Subscription. We may submit those payment charges, and you will be responsible for such costs. This does not waive our right to seek payment directly from you.
- **Payment Authorization:** You may be asked to provide a credit, charge, or debit card number from a card issuer to activate your Subscription. Your authorizations in this Section also apply to our Payment Processor and any other company that acts as a billing agent for us. You, with this, authorize us to charge your specified payment method on a monthly or annual basis, in advance, for recurring Subscriptions, and to charge in advance for any subscription product, and/or to place a hold on your payment method for any unpaid charges for Subscriptions. You authorize the issuer of your selected payment method to pay any amounts described herein without requiring a signed receipt. You authorize us to continue to attempt to charge and/or place holds for all sums described herein, or any portion thereof, to your payment

method until such amounts are paid in full. You agree to provide updated payment information upon request, and at any time, the information you previously provided is no longer valid. You acknowledge and agree that neither Hexo nor any Hexo agent will have any liability whatsoever for any insufficient funds or other charges incurred by you as a result of attempts to charge and/or place holds on your specified payment method as contemplated by these Terms. If you provide a debit card or a credit card number, you authorize all charges described herein to be applied to such cards.

- **Third-Party Processors:** Your credit card information is not collected or stored by Hexo. In addition, you represent and warrant that the selected credit card or other payment method is authorized for use on the Platform and that you authorize our Payment Processor to charge the designated payment method for the total amount of your transaction and any applicable fees (including any applicable taxes and other charges). If you provide an invalid or unverifiable payment method, your account may be suspended or canceled.
- You agree to pay us, through our Payment Processors, all charges at the prices then in effect for any purchase per the applicable payment terms presented to you at the time of purchase. You agree to make payment using the payment method you provide when you sign up for a Subscription. We reserve the right to correct or instruct our Payment Processor or financing partner to correct any errors or mistakes, even if payment has already been requested or received.
- As a Customer purchasing a subscription, if you choose to be invoiced, your Subscription Fee will be invoiced as of the subscription start date. You hereby agree that the Subscription Fee is due as of the invoice date, payable immediately and according to the instructions on the invoice. In the event you opt for a free trial, your subscription starts after the free trial or earlier if you choose to upgrade to paid subscription plan.

10. Term and Termination

10.1 Termination

You agree that we may deactivate or terminate your rights to use the Services (including your Account) or terminate your Plan at any time for any reason at our sole discretion if we believe that you have breached the terms. You agree that any such deactivation or termination for the foregoing reasons may be effected without prior notice to you and that we will not be liable to you or any third party for any deactivation of your Account or termination of your Plan.

10.2 Cancellation Individual Plan

If you purchase a subscription plan for you as an individual customer ("Individual plan"), it may be canceled at any time via the dashboard provided to the Individual Customers or by emailing feedback@hexo.ai. After cancellation, your Individual Plan will remain active until the end of your then-ongoing subscription, for which the fee is paid. We will not offer refunds on any fees or charges related to your Individual Plan, including any partially used or unused periods for which you have already paid.

10.3 Cancellation Business Plan

(a) Cause

A subscription or plan purchased by you or your business ("Business Plan") may be canceled by you or us before it expires if the other party breaches these Terms or an Order Form and does not cure the breach within thirty (30) days of receiving notice. Except for instances arising from our uncured breach, all Subscription Fees or charges related to your Business Plan are non-refundable, and all unpaid fees are due and payable immediately upon cancellation.

(b) Convenience

A Business Plan may be canceled for convenience at least prior 30 days prior to the expiration of the then-current Plan or Subscription via your billing page or by notice to us at feedback@hexo.ai. After cancellation, your Business Plan will remain active to the end of your then-current Business Term to the extent your Subscription Fee is paid. In the event of any termination for convenience all portions of the Subscription Fee are completely non-refundable. Your obligation to pay fees continues through the end of your Business Term.

10.4 Effect of Termination.

Should this Agreement be terminated or expire, all licenses granted by us under these Terms of Service will terminate immediately, and your access to and use of the Service will cease. The Business Customer shall be relieved of all payment obligations if this Agreement and/or any Service Order are terminated in accordance with Section 10.2 except for those Services already performed as of the termination date. However, Sections 1 (Definitions), 8 (Confidentiality), 9 (Business Customer Obligations), 12 (Indemnification), 13 (Intellectual Property Rights), 14 (Limitation of Liability), 15 (Miscellaneous) of these Terms of Service shall survive any termination or expiry.

11. Disclaimers and Warranties

- Business Customer understands and agrees that Hexo, in a timely manner and at no cost to the Business Customer will update the documentation for the Services in accordance with material changes and updates.

- Unless expressly stated in this agreement, the Business Customer accepts the Platform and the Service on an “as is” and “as available” basis. Hexo, its suppliers, and partners, disclaim all warranties, express or implied, other than those explicitly provided herein, to the fullest extent permitted by applicable legislation, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Hexo, and its suppliers and partners, do not warrant that the features contained in the Service will be uninterrupted or error-free. There are no warranties or representations made by Hexo, its suppliers, or its partners regarding the use of or the results of using the Service, whether in terms of correctness, accuracy, or reliability. Except as otherwise specified herein. You understand and agree that you download or otherwise obtain media or other data through the use of the Service at your discretion and risk. Specific laws in your jurisdiction may not allow limitations on implied warranties or the exclusion or limitation of certain damages. In such cases, disclaimers, exclusions, and limitations may not apply to you, and you may have additional rights.
- Hexo represents and warrants that: (i) it has obtained all necessary rights to comply with its obligations under this Agreement and to allow the Business Customer to exercise its rights under this Agreement; (ii) there are no pending, or to its knowledge, threatened claims, demands or litigation on the Services or Software; and (iii) Hexo will in the provisions of the Services and Software comply with all applicable laws.
- During the term of this Agreement, Business Customer represents and warrants that its Services, products, and materials used in connection with this Agreement and the Services do not and will not violate any applicable law or regulation or infringe any intellectual property or other rights of third parties.

12. Indemnification

Each Party hereto agrees to indemnify and save harmless the other Party hereto and including, where applicable, their respective affiliates, directors, officers, employees, and agents harmless from and against and agree to be liable for any losses, claims, actions, suits, proceedings, damages, liabilities or expenses of whatever nature or kind, incurred by the Indemnified Party that arises out of: a. Breach of any of its obligations, covenants or representations and warranties under this Agreement; or b. Violation of any applicable laws; or c. Infringement of intellectual property rights of any Third Party.

13. Intellectual Property Rights

- All intellectual property rights in the Service and Platform, as well as in any material written or published on it, including, but not limited to, all Quiz/Assignment results,

are owned by us or are licensed to us. As noted above, unless expressly authorized under the agreement, these rights are reserved, and no rights are granted or transferred hereunder.

- In connection with providing the functionality of the Service (including through third-Party providers and contractors who help us provide the Service), as part of the Service, you, as a result of this, grant Hexo a non-exclusive, perpetual, royalty-free, worldwide and irrevocable license to use any Content (including but not limited to test cases, and notebook or source code) provided by you through the Platform. As a Business Customer, you are responsible for ensuring that you have the rights or permission needed to comply with these Terms of Service.
- Any code or notebook uploaded onto the Platform may, without limitation, be stored and used by Hexo and its third-Party providers who help Hexo provide the Service in any way for assessment of models, leaderboard generation, progress evaluation, etc.

14. Limitation of Liability

- Under no circumstances, including, but not limited to, negligence, shall Hexo or its affiliates, directors, contractors, employees, agents, or third-Party partners or suppliers, be liable to you for any special, indirect, incidental, consequential, or exemplary damages resulting from Business Customer's use or the inability to use the Platform and all other elements of the Service, even if Hexo or its authorized representative has been advised of the possibility of such damages. In some cases, the law does not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. The liability of Hexo will be limited as far as permitted by law in such cases.
- Hexo's maximum aggregate liability under or in connection with this agreement shall not exceed the total amount payable to Hexo by the Customer for the six (6) months preceding the date the cause of action arose.

15. Miscellaneous

15.1. Force Majeure

Except for payment obligations, in no event shall Either Party be held responsible or liable for any failure or delay in the performance of its obligations hereunder caused directly or indirectly by circumstances beyond the reasonable control of such Party. This includes but is not limited to acts of God, natural or nuclear calamities, accidents, civil disturbances, computer/network viruses that are not preventable through generally available products, insurrections, or accidents.

15.2. Notifications

We may send you notice at the email or postal address you provide to us or by posting a notice on our website or in any other way we deem appropriate. All agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirement that such communications be in writing. Any legal notices you must send to Hexo under these Terms of Service must go to [feedback@hexo.ai].

15.3. Relationship

Parties to this agreement are independent contractors. Nothing in this agreement will be construed to create an agency relationship, employment relationship, partnership, fiduciary relationship, or joint venture between the parties. Neither Party (nor any agent or employee thereof) will make any representations or warranties or incur any liability on behalf of the other.

15.4. Copyright Policy

Hexo respects the intellectual property of others and asks that Customers of our Service do the same. You may submit a notification to our copyright agent if you believe that any content on Hexo infringes Your copyright by sending an email to feedback@hexo.ai.

15.5. Publicity

Business Customer grants Hexo the right to use the name and logo of its company in marketing or promotional messages in other public or private communications with current and prospective clients per Business Customer's trademark usage and brand guidelines. Hexo respects its clients' right to opt out of this, so please email us at feedback@hexo.ai, letting us know that your business does not wish to be used as a reference.

15.6. Governing Law

Unless explicitly stated, these Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of California and USA.

15.7. Entire Agreement; Counterparts.

Unless otherwise indicated, the Exhibits attached hereto are incorporated herein by reference, constitute an integral part of the agreement, and should be read and interpreted together with the agreement. (including all addenda attached hereto) constitutes the complete, exclusive, and final agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, or discussions between the parties regarding this subject matter. If any provision of this agreement is modified or amended, or any rights under it are waived, the parties must sign it in writing.

15.8. Privacy Policy

Your use of Hexo is also subject to the Hexo's [Privacy Policy](#) , which explains how we treat Your personal information and provides information about our data protection practices.

15.9. Auto Renewal for Hexo for Teams Subscription Services

Unless you opt out of auto-renewal, your Subscription will be automatically extended following any subscription term, for the same period of time as the subscription term, at the then-current rate. To change or terminate your Subscription, go to your Account page or contact us at feedback@hexo.ai. If you terminate your Subscription during the subscription term, you may use your Subscription until the end of the then-current term and your Subscription will not be renewed after the then-current term expires. However, you won't be eligible for a prorated refund of any portion of the Subscription Fee paid for the then-current subscription term.

15.10. Amendments

Any new features, products, or tools which are added to the current website shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. Hexo reserves the right to update, change or replace any part of these Terms of Service without any notice or liability. It is your responsibility to check this page periodically for changes. Although if we decide to materially change all or part of the Terms, we will send You a notification through the Hexo site or on your registered email (if you have unsubscribed to our emails, we won't be able to notify you via emails, in such a case, it is your responsibility to visit this page for updated terms). Such modified Terms will become effective upon the earlier of (i) Your continued use of Hexo after We send a notification to You through the Hexo's site; or (ii) thirty (30) days from publication of such modified Terms on this page.

If any provision of these ToU is or becomes invalid, unenforceable, or non-binding, this shall not affect any other provision thereof. In such event, the such invalid, unenforceable or non-binding provision shall nonetheless be enforced to the fullest extent permitted under applicable law, insofar as the invalid, unenforceable or non-binding provision shall be replaced by a valid, enforceable, and binding provision reflecting to the greatest extent possible the intent of the original provision.

16. Contact Information

Hexo Inc.

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Email: feedback@hexo.ai

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