

NAXARA LLC

TERMS OF USE

Last Modified: Jan 6, 2026

ACCEPTANCE OF THE TERMS OF USE

Naxara LLC (referred to as "the Company", "we", or "us") is committed to safeguarding your privacy and maintaining compliance with this policy.

This Terms of Use agreement forms a legally binding contract between you (whether acting individually or representing an organization, referred to as "You" or "User") and the Company. This agreement governs your access to and usage of our website at www.consultnaxara.com, our services, utilization of our educational materials and blogs, and engagement with any third-party platforms (collectively referred to as the "Platform"). By accessing the Platform, you acknowledge that you have thoroughly reviewed, comprehended, and consented to be legally bound by these Terms of Use.

IMPORTANT: PLEASE REVIEW THESE TERMS THOROUGHLY BEFORE UTILIZING THE COMPANY'S PLATFORM, AS THEY ESTABLISH A BINDING LEGAL CONTRACT BETWEEN YOU AND THE COMPANY. IF YOU DO NOT ACCEPT ALL PROVISIONS OF THESE TERMS OF USE, YOU ARE STRICTLY FORBIDDEN FROM ACCESSING THE PLATFORM AND MUST CEASE ALL USE IMMEDIATELY.

The content and services provided through the Platform are not designed for distribution to or utilization by individuals or entities in jurisdictions where such distribution or use conflicts with applicable laws, regulations, or would require us to register within that jurisdiction. Users who choose to access the Platform from international locations do so at their own discretion and bear full responsibility for adhering to local legal requirements, where such laws apply.

The Platform is designed for individuals who have reached the age of majority in their jurisdiction of residence (18 years or older in most jurisdictions). Users who are considered minors in their jurisdiction of residence (under 18 years of age in most jurisdictions) must obtain explicit permission from and remain under direct supervision of their parent or legal guardian while using the Platform. Minors must ensure their parent or guardian has reviewed and accepted these Terms of Use before Platform access. Users who do not satisfy these age and supervision requirements are prohibited from accessing the Platform. By using the Platform, you represent and warrant that you are at least 18 years of age. The Company reserves the right to terminate accounts and refuse service to any user who violates this age requirement.

CHANGES TO THE TERMS OF USE

The Company maintains the authority, at its exclusive discretion, to implement revisions or amendments to these Terms of Use at any time and for any purpose. Notice of such modifications will be provided through updates to the "Last updated" date displayed on these Terms of Use, and you hereby relinquish any entitlement to individual notification of such modifications. You bear the responsibility for regularly reviewing these Terms of Use to remain current with any updates. Your ongoing use of the Platform following the publication of any amended Terms of Use will

constitute acknowledgment and acceptance of such revisions, and you will be considered legally bound by the updated terms.

PLATFORM DEFINITION AND SCOPE

For purposes of these Terms of Use, "Platform" includes:

Website: Our primary website at www.consultnaxara.com, including all pages, subdomains, and associated web properties.

Services: Professional consulting services, document preparation services, and business advisory services provided by the Company.

Materials: Educational content, blog articles, proprietary methodologies, templates, frameworks, and other informational resources made available through the Platform.

Interactive Features: Any message boards, comment sections, contact forms, or other features that allow user interaction (collectively, "Interactive Services").

ACCESSING THE WEBSITE AND ACCOUNT SECURITY

Account Registration

Access to the Platform's general informational content is available without creating an account. However, to access certain services, resources, or premium features, you may be required to create an account and provide registration information.

If you create an account, you agree to:

- Provide true, accurate, current, and complete registration information
- Maintain and update your information to keep it accurate and current
- Maintain the security and confidentiality of your login credentials
- Be responsible for all activity that occurs under your account
- Notify us immediately of any unauthorized access or security breach

You acknowledge that your account is personal to you and agree not to share your login credentials or provide others access to the Platform using your account.

Account Security Requirements

If you create an account, you must:

- Notify us immediately at info@consultnaxara.com of any unauthorized access to or use of your username or password
- Ensure that you exit from your account at the end of each session
- Use particular caution when accessing your account from a public or shared computer

We reserve the right to disable any username, password, or other identifier at any time if, in our opinion, you have violated any provision of these Terms of Use.

Platform Availability

We reserve the right to withdraw or amend the Platform, and any service or material we provide, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Platform
- Ensuring that all persons who access the Platform through your internet connection are aware of these Terms of Use and comply with them

All information you provide to the Platform is governed by our Privacy Policy at <https://www.consultnaxara.com/privacy-policy>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

INTELLECTUAL PROPERTY RIGHTS

Ownership

The Platform and all of its contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, audio, interactive elements, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other authorized providers of such material. These materials are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Platform Materials

All content provided through the Platform, including but not limited to blog articles, written materials, presentations, downloadable resources, proprietary methodologies, frameworks, templates, tools, algorithms, and any supplementary content ("Platform Materials") constitute valuable and proprietary intellectual property of the Company. This protection extends to both the individual components and the compilation, sequence, structure, and arrangement of such materials as a collective work.

Trademarks

The Company's trademarks, service marks, trade names, logos, and any other proprietary designations used in connection with the Platform are the exclusive property of the Company. These marks may not be used, reproduced, displayed, or distributed without the Company's express prior written permission. All third-party trademarks referenced on the Platform are the property of their respective owners.

Ownership of AI-Generated Outputs

To the extent the Platform utilizes artificial intelligence tools to generate documents, content, analyses, or other outputs delivered to you ("AI-Generated Outputs"), the Company retains all intellectual property rights in the AI-Generated Outputs as Platform Materials. You are granted a limited license to use AI-Generated Outputs solely for your personal or internal business purposes, subject to the restrictions set forth in these Terms of Use. You may not commercialize, sublicense, or represent AI-Generated Outputs as your own independent work product for resale or competitive purposes. You acknowledge that AI-Generated Outputs may not be protectable by copyright under applicable law due to their automated nature, and the Company makes no

representations regarding the intellectual property status of AI-Generated Outputs under current or future law.

ACCEPTABLE USE POLICY

Permitted Uses

These Terms of Use permit you to use the Platform for your personal or internal business purposes only, subject to the following:

General Website Content: You may:

- Access and view content through standard web browsers
- Print or download reasonable portions of publicly available informational content for personal reference
- Store cached files through normal browser operation
- Quote brief excerpts for purposes of commentary, criticism, or discussion with proper attribution

Platform Materials: If you have registered for services or educational content, you may:

- Access and view Platform Materials through the authorized interface during your active enrollment
- Take personal notes for your own reference
- Print limited portions for personal use, maintaining all copyright notices

Applications and Software: If we provide downloadable applications:

- You may download one copy to your device for personal use
- You must comply with any applicable end user license agreement
- You may not modify, reverse engineer, or redistribute such applications

Social Sharing: You may use social media features we provide to share content as specifically enabled, maintaining proper attribution.

Business Use: Business clients may use Platform Materials and services for their internal business purposes as specifically authorized in separate service agreements.

These permitted uses do not transfer any ownership rights. All rights not expressly granted are reserved by the Company.

PROHIBITED ACTIVITIES

You must not engage in any of the following prohibited activities:

Intellectual Property Violations

You may not:

- Copy, reproduce, distribute, or create derivative works from Platform content beyond permitted uses
- Remove or alter copyright notices, watermarks, or proprietary markings

- Use the Company's trademarks, logos, or trade names without written permission
- Extract or repurpose individual components of Platform Materials for use outside their intended context
- Use Platform content to create competing products or services

Unauthorized Access and Distribution

You may not:

- Share your account credentials or provide third parties access through your account
- Create multiple accounts to circumvent access limitations
- Distribute, upload, or transmit Platform Materials to unauthorized individuals
- Make Platform content available through file-sharing services or unauthorized platforms
- Create mirror sites or alternative access points for Platform content

Technical and Security Violations

You may not:

- Attempt to gain unauthorized access to the Platform, user accounts, or Company systems
- Use automated tools, bots, scrapers, or crawlers to extract content beyond normal browsing
- Circumvent security features, access controls, or usage limitations
- Reverse engineer, decompile, or attempt to discover source code
- Introduce viruses, malware, or other malicious code
- Interfere with the proper functioning of the Platform or other users' access

Artificial Intelligence Misuse

With respect to any AI-powered features or tools available on the Platform, you may not:

- Attempt to manipulate, circumvent, or "jailbreak" any AI system on the Platform to produce outputs that violate these Terms or applicable law
- Submit prompts or inputs designed to extract system instructions, model configurations, training data, or proprietary AI logic
- Use AI-Generated Outputs to train, fine-tune, or develop competing artificial intelligence models or services
- Deliberately submit false, misleading, or deceptive inputs to AI tools with the intent of generating harmful, fraudulent, or manipulative content
- Use AI-Generated Outputs as the basis for providing professional advice (legal, financial, medical, or otherwise) to third parties without independent expert review
- Attempt to exploit AI systems on the Platform to generate content that violates any other provision of these Prohibited Activities

Harmful or Illegal Activities

You may not:

- Use the Platform in any way that violates federal, state, local, or international laws
- Exploit, harm, or attempt to harm minors in any way
- Transmit spam, junk mail, chain letters, or unsolicited promotional material
- Impersonate any person or entity or misrepresent your affiliation
- Engage in conduct that restricts or inhibits anyone's use of the Platform
- Attack the Platform via denial-of-service attacks or similar methods
- Use the Platform for any fraudulent, deceptive, or misleading purpose

Commercial Restrictions

You may not:

- Use Platform content for commercial purposes beyond specifically authorized uses
- Sell, license, rent, or lease access to any portion of the Platform
- Incorporate Platform content into commercial offerings without authorization
- Use the Platform to provide competing services to third parties

Consequences

Violation of these prohibited activities may result in:

- Immediate termination of Platform access
- Removal of User Contributions
- Legal action to protect our rights and interests
- Cooperation with law enforcement authorities where appropriate

We reserve the right to investigate suspected violations and take appropriate action based on the severity of the violation.

LIMITED LICENSE TO PLATFORM MATERIALS

Grant of License

Subject to your compliance with these Terms of Use, the Company grants you a limited, non-exclusive, non-transferable, revocable, and personal license to access and use Platform Materials solely for your individual or internal business purposes during any active service period or subscription.

License Restrictions

This license does not grant you any:

- Ownership rights in Platform Materials
- Right to reproduce, distribute, publicly display, or publicly perform content
- Right to create derivative works, modify, adapt, or translate content
- Right to sell, license, sublicense, rent, lease, or commercially exploit content
- Right to use content outside the authorized platform interface

Authorized Users

This license is personal to the registered user. Business clients may extend use to employees for internal purposes only, subject to separate service agreements.

Reservation of Rights

All rights not expressly granted are reserved by the Company. No implied licenses are granted under these Terms of Use.

USER CONTRIBUTIONS AND INTERACTIVE SERVICES

User-Generated Content

The Platform may include Interactive Services that allow you to post content or materials ("User Contributions"). By posting User Contributions, you:

- Confirm you own or control all rights to your content
- Grant us a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, display, and distribute your content
- Represent that your content complies with these Terms of Use
- Understand that User Contributions become non-confidential and non-proprietary

You are fully responsible for any content you submit and must ensure it is legal, accurate, and appropriate. The Company is not responsible for User Contributions posted by you or any other user.

Submissions and Feedback

Any feedback, suggestions, ideas, or other submissions you provide regarding the Platform become the exclusive property of the Company upon communication. We may use such submissions without restriction, compensation, or obligation to keep them confidential or provide credit.

Content Standards

All User Contributions must comply with applicable laws and must not include:

Prohibited Content:

- Defamatory, obscene, abusive, harassing, violent, hateful, or inflammatory material
- Sexually explicit material, pornography, or violent content
- Content that discriminates based on race, gender, religion, nationality, disability, sexual orientation, or age
- Material that infringes intellectual property rights
- False, misleading, or deceptive information
- Content that violates privacy or publicity rights
- Unauthorized commercial content, advertising, or promotions
- Content designed to annoy, alarm, or upset others

All contributions must fully comply with federal, state, local, and international laws and regulations.

MONITORING AND ENFORCEMENT

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason
- Take any action we deem necessary regarding User Contributions that violate these Terms
- Disclose your identity to third parties who claim your content violates their rights
- Take appropriate legal action for illegal or unauthorized use of the Platform
- Terminate or suspend your access for any violation of these Terms
- Cooperate with law enforcement authorities or court orders

YOU WAIVE AND HOLD HARMLESS THE COMPANY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING, OR AS A CONSEQUENCE OF, INVESTIGATIONS BY THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

We cannot review all material before it is posted and cannot ensure prompt removal of objectionable material. We assume no liability for any action or inaction regarding content provided by users or third parties.

INTELLECTUAL PROPERTY ENFORCEMENT

Protection of Rights

The Company takes the protection of its intellectual property rights seriously. We monitor and enforce these rights through various means, including technological measures and legal action when necessary.

Remedies for Violations

Unauthorized use of Platform content or violation of these intellectual property provisions may result in:

- Immediate termination of Platform access without notice
- Legal action to seek injunctive relief and monetary damages
- Recovery of attorney's fees and costs
- Cooperation with law enforcement for criminal violations where applicable

Copyright Infringement Claims

If you believe any User Contributions violate your copyright, please see our Copyright Policy at <https://www.consultnaxara.com/copyright-policy> for instructions on submitting a notice of copyright infringement. It is our policy to terminate the accounts of repeat infringers.

Reporting Violations

For any use of Platform Materials beyond what's permitted in these Terms, or to report suspected violations, please contact us at: info@consultnaxara.com

TRADEMARKS

The Company name, logos, and all related names, logos, product and service names, designs, and slogans are trademarks owned by the Company or its affiliates and licensors. You need our prior written permission to use these marks. All other trademarks on this Platform belong to their respective owners.

PROFESSIONAL SERVICES DISCLAIMER

No Client Relationship

The information and services provided through the Platform are for informational and business consulting purposes only. Nothing on this Platform creates any type of client relationship between you and the Company.

Not Legal Advice

The content, materials, templates, and information provided should not be construed as advice.

Document Preparation Services

Our document preparation services involve assisting with the preparation of documents based on information you provide. You are responsible for reviewing all documents before execution or filing.

No Guarantee of Outcomes

We make no guarantees, warranties, or representations regarding the outcomes or results of using our services or Platform Materials. Results may vary based on individual circumstances.

USE OF ARTIFICIAL INTELLIGENCE TECHNOLOGIES

Disclosure of AI Use

The Company may utilize artificial intelligence technologies, including large language models and automated processing tools, in the delivery of certain Platform services, including document preparation, content generation, and advisory tools (collectively, "AI Features"). By using any AI Features on the Platform, you acknowledge that:

- Some or all service outputs may be generated in whole or in part by automated AI systems
- The Company may utilize third-party AI service providers (including but not limited to OpenAI, Anthropic, Google, or similar providers) to power AI Features, and your inputs may be transmitted to such providers subject to their applicable terms and privacy policies
- The involvement of AI in service delivery does not alter or diminish the disclaimers and limitations set forth in these Terms of Use

Third-Party AI Providers

When you use AI Features on the Platform, your inputs, prompts, documents, and other submitted content ("User Inputs") may be processed by third-party AI providers. The Company endeavors to select providers with appropriate data protection standards; however, you acknowledge that User Inputs transmitted to third-party AI providers are subject to those providers' respective terms of service and privacy policies. The Company is not responsible for the data practices of third-party AI providers. You should not submit to any AI Feature on the Platform any information that is

confidential, sensitive, personally identifying, or proprietary to third parties unless you have the authority to do so and accept the associated risks.

AI Output Accuracy Disclaimer

AI-Generated Outputs are produced by automated systems and may contain errors, inaccuracies, omissions, outdated information, or content that appears plausible but is factually incorrect ("hallucinations"). AI-Generated Outputs:

- Do not constitute legal, financial, tax, medical, or other professional advice
- Must be independently reviewed and verified by a qualified professional before reliance or use
- Should not be submitted to government agencies, courts, or other official bodies without independent expert review
- May not reflect the most current laws, regulations, or professional standards applicable to your situation

THE COMPANY EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY ERRORS, INACCURACIES, OR OMISSIONS IN AI-GENERATED OUTPUTS AND FOR ANY HARM, LOSS, OR DAMAGES ARISING FROM YOUR RELIANCE ON SUCH OUTPUTS WITHOUT INDEPENDENT VERIFICATION.

Human Review

Certain services on the Platform may include human review of AI-Generated Outputs prior to delivery; others may be fully automated. The Company will indicate where human review is included in a specific service. Where no human review is indicated, you should assume that outputs are automated and act accordingly. Human review, where provided, is intended as a quality check and does not guarantee the accuracy, completeness, or fitness for purpose of the output.

No AI Training on Your Data

The Company does not use your User Inputs or AI-Generated Outputs to train, fine-tune, or improve the Company's own AI models without your express consent. However, third-party AI providers engaged by the Company may retain or process your User Inputs in accordance with their own terms of service. You are responsible for reviewing the applicable third-party provider policies before submitting sensitive information through any AI Feature.

AI Feature Availability and Modification

AI Features are provided on an "as available" basis. The Company reserves the right to modify, suspend, or discontinue any AI Feature at any time without notice. AI models and capabilities may change as underlying third-party technology evolves, which may affect the nature and quality of AI-Generated Outputs. The Company shall not be liable for changes in AI Feature performance or availability resulting from modifications to third-party AI systems.

LINKING TO THE PLATFORM AND SOCIAL MEDIA FEATURES

Permitted Linking

You may link to our homepage, provided you do so fairly, legally, and without harming our reputation or exploiting our brand. You may not create links that imply any association, approval, or endorsement from us without our written permission.

Social Media Features

Our Platform may offer social media tools that allow you to link to or share Platform content. You may only use these features as we provide them and in accordance with any additional terms we specify.

Linking Restrictions

You must not:

- Create links from websites you do not own without permission
- Display our Platform through framing, deep linking, or inline linking
- Link to any page other than our homepage without permission
- Take any actions regarding our content that violate these Terms

Our Rights

We can revoke linking permission at any time and may disable social media features at our discretion. You agree to stop any unauthorized framing or linking immediately upon request.

LINKS FROM THE PLATFORM

If the Platform contains links to third-party sites and resources, these links are provided for your convenience only. We have no control over the contents of those sites and accept no responsibility for them or for any loss or damage that may arise from your use of them.

If you access any third-party websites linked from this Platform, you do so entirely at your own risk and subject to the terms of use for such websites.

RELIANCE ON INFORMATION POSTED

The information on this Platform is provided for general informational purposes only. We make no guarantees about its accuracy, completeness, or reliability. You use this information entirely at your own risk.

This Platform may contain third-party content, including user submissions and materials from external sources. The views and opinions in third-party materials belong solely to their authors and do not necessarily represent our company's position. We are not liable for the content or accuracy of third-party materials.

CHANGES TO THE PLATFORM

We may update the content on this Platform from time to time, but its content is not necessarily complete or current. Any material on the Platform may be out of date at any given time, and we are under no obligation to update such material.

INFORMATION ABOUT YOU AND YOUR VISITS TO THE PLATFORM

All information we collect on this Platform is subject to our Privacy Policy at <https://www.consultnaxara.com/privacy-policy>. By using the Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

ACCESSIBILITY

The Company is committed to ensuring digital accessibility for people with disabilities. We continually work to improve the accessibility of our Platform to provide equal access to all users.

If you encounter accessibility barriers or require accommodations, please contact us at info@consultnaxara.com with:

- Details of the specific feature or content you cannot access
- The assistive technology you are using, if applicable
- Your contact information

We will work with you to provide reasonable accommodations within a reasonable timeframe.

FORCE MAJEURE

The Company shall not be liable for any failure or delay in performing its obligations when such failure or delay results from circumstances beyond our reasonable control, including but not limited to:

- Acts of God, natural disasters, or pandemics
- Power outages or internet service provider failures
- Cyber attacks or security breaches
- Government regulations, orders, or restrictions
- Labor strikes or civil unrest
- Failures of third-party services (hosting providers, payment processors, etc.)

When a force majeure event occurs, we will make reasonable efforts to:

- Minimize service disruptions
- Restore normal operations as quickly as possible
- Provide timely communication about service interruptions

Users acknowledge that the Platform depends on various technological systems that may occasionally experience interruptions beyond our control. Temporary service interruptions due to force majeure events do not constitute a breach of these Terms or grounds for refunds, provided we take reasonable steps to restore service.

If a force majeure event continues for more than thirty (30) consecutive days, either party may terminate the affected services with written notice.

GEOGRAPHIC RESTRICTIONS

The content and services provided through the Platform are intended primarily for users in the United States. We make no representation that Platform content is appropriate or available for use in other jurisdictions.

Users who access the Platform from international locations do so at their own initiative and are responsible for compliance with local laws, if and to the extent local laws apply. If your use of the Platform would be unlawful in your jurisdiction, you may not use the Platform.

STATE-SPECIFIC PROVISIONS

California Users and Residents

If any complaint with us is not satisfactorily resolved, you can contact the Compliance Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

New York Users and Residents

Pursuant to New York General Business Law Section 349, users have rights regarding unfair or deceptive business practices. Questions or complaints may be directed to the New York State Attorney General's Office, Consumer Frauds Bureau, 120 Broadway, New York, NY 10271, or by calling (800) 771-7755.

Massachusetts Users and Residents

Pursuant to Massachusetts General Law Chapter 93A, users have rights regarding unfair or deceptive business practices. Questions or complaints may be directed to the Massachusetts Attorney General's Office, Consumer Protection Division, One Ashburton Place, Boston, MA 02108, or by calling (617) 727-8400.

DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee files available for downloading from the internet or the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your requirements for anti-virus protection and accuracy of data input and output, and for maintaining external means for reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PLATFORM.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY

WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION ON LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE PLATFORM OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- Your violation of these Terms of Use
- Your use of the Platform
- Your User Contributions
- Any use of Platform content, services, and products other than as expressly authorized in these Terms
- Your use of any information obtained from the Platform
- Your violation of any third-party rights, including intellectual property rights

GOVERNING LAW AND JURISDICTION

All matters relating to the Platform and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Platform shall be instituted exclusively in the federal courts of the United States or the courts of the State

of Arizona, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms in your country of residence or any other relevant country.

You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

ARBITRATION

Agreement to Arbitrate

Any dispute, claim, or controversy arising out of or relating to these Terms of Use or the Platform, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination ("Dispute"), shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules.

Arbitration Procedures

- The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16
- The substantive laws of the State of Arizona shall apply, without regard to conflict of law principles
- The arbitration shall be conducted by a single neutral arbitrator selected in accordance with AAA rules
- Each party shall be responsible for its own costs and fees, including AAA filing, administration, and arbitrator fees, as well as attorneys' fees and costs, unless otherwise awarded by the arbitrator or required by applicable AAA rules

Exceptions to Arbitration

Either party may bring an action in court for:

- Claims seeking injunctive or equitable relief for intellectual property infringement or misappropriation
- Claims related to or arising from allegations of theft, piracy, or unauthorized use of intellectual property
- Actions to compel compliance with the arbitration provision
- Small claims court actions, provided the matter remains in small claims court and proceeds on an individual basis

Class Action Waiver

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR SIMILAR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS ACTION.

IF THIS CLASS ACTION WAIVER IS HELD UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION SECTION SHALL BE DEEMED VOID AND THE

DISPUTE SHALL BE RESOLVED IN COURT SUBJECT TO THE JURISDICTION AND VENUE PROVISIONS IN THESE TERMS OF USE.

LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE PLATFORM MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

WAIVER AND SEVERABILITY

No waiver by the Company of any term or condition in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent necessary such that the remaining provisions of these Terms of Use will continue in full force and effect.

ENTIRE AGREEMENT

These Terms of Use, along with our Privacy Policy and Copyright Policy, constitute the complete agreement between you and the Company concerning the Platform and supersede all prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and the Company regarding the Platform.

For professional services engagements, separate service agreements or engagement letters may supplement these Terms of Use.

YOUR COMMENTS AND CONCERNS

This Platform is operated by:

Naxara LLC

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy at <https://www.consultnaxara.com/copyright-policy> in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Platform should be directed to:

Email: info@consultnaxara.com

We value your feedback and will respond to inquiries within a reasonable timeframe.

By using this Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use.