

Lucidity Terms of Service

Legal Terms & Conditions

1. Thank you for visiting Lucidity.tech (owned by KR8OS, Inc., hereafter “Kr8os”). Please read the terms and conditions set forth below carefully as they contain the legal terms that govern your use of any Website, Web page, Software Development Kit, app and/or Web or Other Service (collectively "Service") operated or provided by Kr8os. The terms and conditions may be modified by Kr8os from time to time in its sole discretion so please return to the terms and conditions from time to time to review them. Your use of the Service means that you accept any and all changes. If you do not agree with any of the terms and conditions you may not use this Service.
2. Kr8os endeavors to include accurate and up-to-date information with its Service. However, Kr8os offers no guarantees, express or implied, as to the accuracy or completeness of the information contained or referenced therein. All users accept that all access to and use of the Service, and any site linked to the Service, and the content thereof, is at their own risk.

PII

3. Personal information from those who communicate with us online or by any other means may be collected for the purpose of responding to specific questions, advising visitors of new online material, activities and events, and offering opportunities for contributing to our Service. Our web server may recognize consumer domain names for the purpose of analyzing Service access and improving the content of our Service.

Copyright

4. All copyright rights in the text, images, photographs, graphics, user interface, and other content provided by the Service, and the selection, coordination, and arrangement of such content, are owned by Kr8os, or its third-party licensors, to the full extent provided under the **United States** copyright laws and all international copyright laws. Under applicable copyright laws, except for content that Kr8os has permitted you to use in its sole discretion you are prohibited from copying, reproducing, modifying, distributing, displaying, performing, storing in any retrieval system or transmitting any of the contents of

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5. The Service and the information contained therein is for informational purposes only. Any reproduction, distribution, display, performance, copying, or redistribution for commercial purposes of any materials or design elements of the Service is strictly prohibited, without the prior written consent of Kr8os. Systematic retrieval of data or other content from the Service to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from Kr8os is prohibited.

Trade and Service Mark Rights

6. All rights in the product names, company names, trade names, logos, product packaging and designs of Kr8os or third-party products or services, whether or not appearing in large print or with the trademark symbol, belong exclusively to Kr8os or their respective owners, and are protected from reproduction, imitation, dilution or confusing or misleading uses under national and international trademark and copyright laws, as applicable. The use or misuse of these trademarks or any materials, except as permitted herein and by the Service, is expressly prohibited and nothing else stated or implied confers on you any license or right under any patent, copyright or trademark of the Kr8os or any third party.

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7. This Service may contain links to other services or sites ("Linked Services"). The Linked Services are Kr8os are not under the control of Kr8os, and Kr8os is not responsible for the contents of the Linked Services, including, without limitation, links contained on Linked Services, or any changes or updates to Linked Services. Kr8os provides Linked Services to you only as a convenience, and the inclusion of any such Linked Services is not an endorsement by Kr8os in favor of any company offering Internet services, products or services on the Linked Services.

Additional Agreement by Linked Services

8. Any third party Linked Service with permission that links to the Service: shall not create a frame, browser, view or border environment around any of the content of the Service; may link to, but not replicate, Service content; shall not imply that Kr8os endorses or sponsors it or

its products or service offerings; shall not present false information about Kr8os or its products or service offerings; shall not use Kr8os trademarks without the prior written permission from Kr8os; and shall not contain content that could be construed as distasteful, offensive or controversial. Notwithstanding anything to the contrary contained in this Agreement, we reserve the right to deny or rescind permission to link to the Service, and to require termination of any link to the Service, for any reason in our sole and absolute discretion.

Prohibited Uses and Obligations

9. You are required to comply with all applicable laws in connection with your use of the Service and such further limitations as may be set forth below and in any written or on-screen notice from Kr8os. You may not use the Service for any purpose that is unlawful or prohibited by the terms and conditions or that harms Kr8os, its affiliates, its service providers, suppliers or customers.
10. Without limiting the foregoing, you agree not to transmit, distribute, post, communicate or store information or other material on, to or through the Service that: is copyrighted, unless you are the copyright owner or valid licensee to such materials and you have the right to grant Kr8os the rights and licenses set forth in Section 18 below; reveals trade secrets, unless you own them, or you are the valid licensee to such materials and you have the right to grant Kr8os the rights and licenses set forth in Section 18 below; infringes on any other intellectual property rights of others or on the privacy or publicity rights of others; is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to any other person or entity or in violation of applicable law as determined by Kr8os in its sole discretion; is sexually-explicit; constitutes advertisements or solicitations of business, surveys, contests, chain letters or pyramid schemes; or contains viruses, Trojan Horses, worms, time bombs, or other programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.
11. You further agree not to: use any incomplete, false or inaccurate biographical information or other information for purposes of registering as a user of the Service, or for purposes of registering for any promotions offered through the Service; delete or revise any material or other information of any other user of the Service; harvest, collect, or send information about others, including email addresses, without their consent; take any action that imposes an unreasonable or disproportionately large load on the Service's infrastructure (including without limitation: filling ads at a high frequency; obscuring or obstructing the display of ads by positioning them off screen,

reducing their dimensions, reducing their opacity, or otherwise placing them behind another view or somewhere that is not visible; sending requests that were not generated by code provided by the Service; transmitting fraudulent data to the Service; or placing ads which may be accidentally tapped in close proximity to or fully or partially overlapping with other buttons or clickable objects or areas on the screen where the fingers naturally rest or touch); use any device, software or routine to interfere or attempt to interfere with the proper working of the Service or any activity being conducted by this Service; use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation: browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Service to harvest or otherwise collect information to be used for any commercial purpose; allow any other person or entity to use your username or password for posting or viewing comments or sending or receiving materials; or attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service.

12. You further agree not to violate or attempt to violate the security of the Service, including, without limitation: accessing data not intended for you or logging into a server or account that you are not authorized to access; attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; attempting to interfere with service to any user, host or network, including, without limitation, by way of submitting a virus to, or overloading, "flooding", "spamming", "mail bombing" or "crashing" the Service; sending unsolicited email, including promotions and/or advertising of products or services; or forging any TCP/IP packet header or any part of the header information in any email or posting. Violations of system or network security may result in civil or criminal liability. Kr8os may investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.
13. Kr8os reserves the right (but does not have the obligation) to review postings on the Service, to remove any postings, and to terminate your ability to post to the Service at any time without notice, in its sole discretion. Kr8os also reserves the right to disclose any information necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part.
14. You are responsible for, and assume all liability associated with, any material you make available or transmit through the Service, whether through chat rooms, message boards, promotional media, or other

forums, including liability for claims of infringement and defamation. You may not post, transmit through or otherwise make available on or through the Service:

- (i) any material that violates or infringes in any way upon the rights of others, that is unlawful, defamatory, obscene, abusive, profane, vulgar, sexually explicit, racist, threatening, hateful or otherwise objectionable or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;
- (ii) without the express written consent of the owner thereof, any copyrighted material; or
- (iii) without the express prior written consent of Kr8os any advertising or any solicitation with respect to products or services (unless posted in an area specifically designated for that purpose).

15. Although Kr8os does not and cannot review every ad unit or message posted on or transmitted through the Service, Kr8os has no obligation to permit any material posted or transmitted to remain on the Service, and may remove from, or refuse to display on the Service any material that Kr8os, in the exercise of its sole discretion, believes violates the terms and conditions.

License

16. While we do not claim ownership of any information or material ("Your Content") you transmit, distribute, post, communicate or store on, to or through the Service, by submitting or posting Your Content, to or through the Service, you grant Kr8os a world-wide, royalty free, perpetual, irrevocable and non-exclusive right (including any moral rights) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display Your Content anywhere, for any purpose, and in any form, media or technology now known or later developed. No compensation will be paid with respect to the use of Your Content. Kr8os is free to use any ideas, concepts, know-how, or techniques contained in Your Content for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using Your Content. Kr8os is under no obligation to maintain any of Your Content and may remove any of Your Content at any time in its sole discretion. Notwithstanding anything in this section or these terms, Kr8os is **not permitted and will not use any source code or resulting binaries of your apps.**

17. By posting or submitting Your Content to this Service, you also represent and warrant that you own or otherwise control all of the rights to Your Content, and that use of Your Content by Kr8os will not infringe or violate the rights of any third party or constitute violation of any applicable law.

Notice of Copyright Infringement

18. If you believe that a work has been copied and is accessible on this Service in a way that constitutes copyright infringement, please contact Kr8os by email at privacy@lucidity.tech with the following information: identification of the copyrighted work claimed to have been infringed; identification of the allegedly infringing material on the Service that is requested to be removed; your name, address and daytime telephone number, and an email address, so that someone from Kr8os may contact you if necessary; a statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law; a statement that the information in the notification is accurate, and under penalty of perjury, that the signatory is the owner or is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed; and a signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement. Kr8os reserves the right to remove any posted submission which infringes the copyright of any person under the laws of the United States or any other jurisdiction upon receipt of such a statement.

Registration, Contact Information, Security

19. Registration may be required for the use of certain portions of the Service. Your registration shall not impose any duty on us to provide any particular service to you. Your User Identity (your name, email address, password and any other contact information) will be, in whole or in part, your identity for purposes of interacting with the Service and other users through the Service.
20. You shall keep confidential, shall not disseminate, and shall use solely in accordance with the terms and conditions your User Identity. You shall immediately notify Kr8os if you learn of or suspect any loss, theft or unauthorized use of your User Identity. In the event of such loss, theft, or unauthorized use, Kr8os may impose on you, at its sole discretion, additional security obligations.
21. If any unauthorized person obtains access to the Service as a result of any act or omission by you, you shall use your best efforts to

ascertain the source and manner of acquisition and shall fully and promptly notify Kr8os. You shall otherwise cooperate and assist in any investigation relating to any such unauthorized access.

Disclaimer of Warranties

22. THE SERVICE IS PROVIDED "AS IS." KR8OS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO THE SERVICE, INCLUDING ANY PART THEREOF, OR OTHER CONTENT OR SERVICE OFFERING THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE SERVICE. KR8OS DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, KR8OS DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL (i) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (ii) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (iii) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE SERVICE, OR ANY PART THEREOF, (iv) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SERVICE, (v) WARRANTIES RELATING TO THE ACCURACY OR CORRECTNESS OF DATA, AND (vi) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY KR8OS OR ANY THIRD PARTY. FURTHER, AND WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, THERE IS NO WARRANTY THAT THE SERVICE WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON.

23. KR8OS MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, THAT THE INFORMATION PROVIDED THROUGH THE SERVICE WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, OR DELAY IN OPERATION. ANY INFORMATION ON THIS SERVICE IS SUBJECT TO CHANGE WITHOUT NOTICE, AND WE DISCLAIM ALL RESPONSIBILITY FOR THESE CHANGES, INCLUDING, BUT NOT LIMITED TO, CHANGES TO PRICES, DISCOUNTS, AND HOURS OF OPERATION.

Limitation of Liabilities

24. IN NO EVENT WILL KR8OS OR ITS AFFILIATES, OR ANY PERSON OR PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS SERVICE, OR ON ANY OFFERING LINKED TO THIS SERVICE,

BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, (INCLUDING LOST PROFITS, LOSS OF BUSINESS OR DATA, BUSINESS INTERRUPTION, TRADING LOSSES) INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICE OR ANY OFFERING LINKED TO THE SERVICE OR YOUR ACCESS, USE OR INABILITY TO USE THE SERVICE OR ANY OFFERING LINKED TO THE SERVICE, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE. THE ABOVE SHALL APPLY EVEN IF KR8OS OR ANY THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

25. KR8OS RESERVES THE RIGHT TO ALTER THE CONTENT OF THE SERVICE IN ANY WAY, AT ANY TIME, FOR ANY REASON, WITHOUT PRIOR NOTIFICATION, AND WILL NOT BE LIABLE IN ANY WAY FOR POSSIBLE CONSEQUENCES OF SUCH CHANGES.
26. THE LIMITATIONS OF LIABILITIES APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF KR8OS OR ANY THIRD PARTY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, KR8OS'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL KR8OS'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION BE GREATER THAN ONE HUNDRED DOLLARS (\$100.00) **IN UNITED STATES CURRENCY.**

Indemnification

27. Upon a request by Kr8os, you agree to indemnify and hold harmless Kr8os and its respective subsidiaries, affiliates, directors, officers, agents, licensors, co-branders or other partners and employees from and against all liabilities, claims and expenses, including legal fees and disbursements on a substantial indemnity basis, made by any third party due to or arising out of your conduct including content you submit, post to or transmit through the Service, your use of the Service, your violation of the terms and conditions or your violation of any rights of another.

Choice of Law and Forum

28. This Agreement shall be governed solely by and construed in accordance with the laws of the California, excluding its conflict of law rules. You expressly and irrevocably consent and agree to submit to the exclusive jurisdiction and venue of the courts in the Los Angeles County, California in all disputes arising out of or relating to the use of the Service. YOU HEREBY WAIVE ANY RIGHT TO COMMENCE OR PARTICIPATE IN ANY CLASS ACTION AGAINST KR8OS OR ITS AFFILIATES OR ANY THIRD PARTY RELATING TO THE SERVICE, THESE TERMS AND CONDITIONS OR ANY RELATED MATTER.

Severability and Integration

29. Except for other agreements you may enter into through use of a specific part of the Service, these terms and conditions constitute the entire agreement between you and Kr8os and governs your use of this Service, superseding any prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Kr8os. If any portion of the terms and conditions is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect. The terms and conditions may be modified only by our posting to the Service changes to the terms and conditions or by a subsequent writing signed by Kr8os.

No Waiver

30. The failure of Kr8os to enforce any provisions of the terms and conditions or respond to a breach by you or other parties shall not in any way waive its right to enforce subsequently any of the terms or conditions or to act with respect to similar breaches.

No Professional Advice

31. Any information supplied by any employee or agent of Kr8os whether by telephone, email, letter, facsimile or other form of communication, is intended solely as general guidance on the use of the Service, and does not constitute legal, tax, accounting or other professional advice and may not be relied on to base any claim or action. Individual situations and provincial laws vary and users are encouraged to obtain appropriate advice from qualified professionals in the applicable jurisdictions. Kr8os makes no representations or

warranties concerning any course of action taken by any person following or otherwise using the information offered or provided within or through the Service. **Sections 22-28** above apply to this section.

Miscellaneous

32. References to Kr8os in the terms and conditions shall include all of Kr8os's affiliates and all of its and their directors, officers, shareholders, employees, agents, advisers, suppliers and insurers. You are prohibited from assigning your rights and obligations under the terms and conditions. Kr8os may assign its rights and obligations in its sole discretion at any time or times, in whole or in part, without notice to you. Nothing contained in the terms and conditions is in derogation of Kr8os's right and obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of the Service. A printed version of the terms and conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the terms and conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The section titles used in the terms and conditions are for convenience only and have no legal or contractual significance. Where the context permits all words in the singular shall include the plural and vice versa.

Termination

33. Kr8os reserves the right, in its sole discretion, to terminate your access to all or part of the Service, with or without notice and with or without cause. Termination of your access to the Service means the revocation of the limited and temporary license and permission to use the services and other resources of the Service granted to you under the terms and conditions by Kr8os. The provisions of the terms and conditions survive the termination of your access to the Service. You are prohibited from terminating your rights and obligations under the terms and conditions.

Notices

34. Kr8os may give notices to users of the Service, at its option, by posting a message, by electronic or conventional mail or by any other means by which users obtain actual knowledge thereof. Notices by users to Kr8os must be given by electronic mail sent by accessing Kr8os's online contact form or to info@lucidity.tech. Notices by a user to

Kr8os will not change the terms and conditions unless the change is expressly accepted in writing by an authorized officer of Kr8os.