

LarcAI – Terms and Conditions and Acceptable Use Policy



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1. General

BY MAKING USE OF AIFFORGED, YOU AGREE TO THE FOLLOWING:

You understand that when using AIForged, you will be exposed to content from a variety of sources, and that Larc Ai (Pty) Ltd and / or Larc Technologies (Pty) Ltd and its directors, shareholders, contractors and staff, (hereafter referred to as Larc) are not responsible for the accuracy, usefulness, safety, or intellectual property rights of such content, and you agree and assume all liability for your use of AIForged and the content thereof. Any reference to 'website', 'application' or 'AIForged' in this document is a reference to both the website and application and any services offered in conjunction therewith e.g but not limited to the API, software development kit and any third party integration.

You understand and acknowledge that you may be exposed to content that is inaccurate, offensive, indecent, objectionable, defamatory or slanderous and you agree to hereby waive any rights or remedies you have or may have against Larc.

You agree to defend, indemnify and hold harmless Larc from and against any claims, damages, obligations, losses, liabilities, costs, debt and expenses arising from your use of the website or the services offered thereon, your violation of any third party right, including without limitation any copyright, trade mark, trade secret or other property, or privacy right, any claim that content listed or posted by you caused damage to a third party.

You agree that use of AIForged and the service offered thereon is at your own risk and that the services are provided on availability and without any warranties.

Larc disclaim all warranties in connection with AIForged and your use thereof.

Larc make no warranties or representations about the accuracy or completeness of the content of the application or the content of any third party websites or technology linked to the application and assume no liability or responsibility for any errors, mistakes, or inaccuracies of content, personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the services, any unauthorised access to or use of our servers or any personal or financial information stored therein, any interruption or termination of transmission to or from the application, any bugs, viruses or other malicious content which may be transmitted to or through the service, or any errors or oversights in any content or for any loss or damage incurred as a result of the use of the services offered thereon or any content posted, transmitted or made available.

Larc shall not be liable for direct, indirect, incidental, special, consequential or exemplary damages resulting from any aspect of use of the website or the services offered thereon. Such limitation of liability shall also apply with

respect to damages incurred by services or products received through or advertised in connection with the application.

Larc shall not be liable for user submissions or defamatory, offensive, or illegal conduct of any user or third party and the risk of harm or damage falls on the user.

ACCEPTABLE USE

2. Introduction

While we provide our services to you for certain legitimate purposes, there are certain purposes for which you should not use our services under any circumstances. This policy describes what you **cannot do** with our services and governs the use of the AiForged service or any service incidental thereto via website, online services and applications or any related downloadable software (hereafter “AiForged” or “Product” or “our services”). “You” and “Your” mean the “Customer” or individual or legal entity accessing and using AiForged and any users granted such access and use rights by the Customer. We trust you as our customer and person of integrity to abide by this policy, but if you breach the policy or help others to do so – we may suspend or terminate your use of the services.

3. Prohibited content

You may not upload, or help others to upload, any content to AiForged that we determine (in our sole discretion) to be:

- false or misleading (including impersonating or making statements on behalf of our business or personnel or other users);
- disruptive to our services (including advertising other services or websites);
- illegal or unlawful under any applicable law (including inciting others to commit a crime or breach these terms);
- defamatory, discriminatory or harassing (including posting someone’s personal information without their consent);
- vulgar or obscene (including content of a violent or sexual nature);
- infringes on another party’s rights (including intellectual property rights or privacy); or
- destructive (including content or software designed for the purpose of malicious damage to computers, systems, or data, or to control or otherwise access any of these things).

4. Prohibited conduct

4.1. *Prohibited conduct.* You must not, directly or indirectly, or allow anybody else to use AiForged or our services to:

- perform or attempt to perform any actions that are illegal or unlawful in any jurisdiction;
- interfere with the connections or security of networks, systems, or our other users;
- do anything that violates any of our terms;
- do anything which is illegal, fraudulent or violates or infringes any of our or a third party’s rights (including intellectual property rights) or breaches any contract to which you are bound;
- frame our application or any of its pages in a way that we have not expressly authorised;
- link to any page of our website or application in any way that could suggest that we endorse or support you, or that you have any rights in our application or intellectual property, unless we have given you written permission to do so;

- remove, disable, bypass, or circumvent any protection mechanisms or access control mechanisms on our application;
- use any technology (including spiders, crawlers, bots, and similar virtual agents) to search or gain any information from our site, unless we have given you permission to do so;
- introduce any materials that are designed to impede the operations of our site or its content;
- damage, disable, overburden, impair, or gain unauthorized access to the content or our site;
- remove, modify, disable, block, obscure or otherwise impair any advertising displayed on, or used in connection with, our application;
- use our website or its content to advertise or promote products or services that we have not expressly approved in writing in advance;
- interfere with anyone else's use and enjoyment of our application;
- attempt to discover or reverse engineer the source code and other materials forming part of the technology used to provide our website or forming part of its content;
- receive or charge money, favours or other consideration for allowing any other person to use or access our website or its content;
- gain unauthorised access to our website or its content, including accessing or attempting to access a network, system or user's profile without permission;
- engage in unauthorised surveillance of or on our website or its content, including the surveillance of any data on a network, system or user's profile without permission;
- cause intentional harm, including intentionally damaging the structure or efficient working of a network, system or user's profile through physical or electronic means (such as Denial of Service attacks);
- spam, including sending or promoting unsolicited mass electronic communications without permission;
- manipulate data, including the malicious and fraudulent altering of any data on or sent by a network, system, or user's profile without permission; or
- manipulate our systems, including the malicious and fraudulent alteration of a network, system, or user's profile without permission.

4.2. *Apply to cached elements.* These terms and any restrictions on the use of our services or website will also apply to any part of our services or website and content that is cached when using our services or website.

4.3. *Monitoring and suspension.* We may monitor whether you are complying with these terms. We may limit, suspend or terminate your access to and use of our services or website if we, in our sole discretion, believe that you have violated these terms of use, or are otherwise likely to infringe the rights of another party.

5. Investigation and enforcement

5.1. *Our investigation.* We will investigate any breach of this policy and determine, in our sole discretion, whether any of your content or conduct amounts to a breach of this policy. During and after an investigation, we can alter or remove any content that we regard or suspect as breaching this policy. This section applies to any agreements that you have with us.

5.2. *Your suspension.* If we determine your content or conduct to amount to a breach of this policy, we may:

- suspend your right to use the website or any of our services;
- delete or destroy the offending content;

- share this content or related information with any relevant third party, including other users or law enforcement agencies;
- treat such breach of this policy as a breach of the agreement;
- take any other action that we deem appropriate in the circumstance, including legal action.

6. Your duty to report breaches

You agree to notify us of any breach of this policy, via email or any other reporting process that we have set up.

7. Changes

We may change the terms of this policy at any time. We will notify you of any changes by placing a notice in a prominent place on the website or by email. If you do not agree with the change, you must stop using the services. If you continue to use the services following notification of a change to the terms, the changed terms will apply to you and you will be deemed to have accepted such terms.