

NYFTY.AI TERMS OF USE

WARNING: You (the Client) are making a binding legal contract with us NYFTY.AI which includes these Terms of Use when you create an account to use our product. PLEASE READ THESE TERMS OF USE CAREFULLY.

1. Definitions:

"Account" means the user account that we create for you when we accept your Account Request.

"Account Request" means the online request you make for an account with us and the Licence to use the Application, which has been accepted by us.

"Agreement" means our Agreement with you, made up of: (A) your Account Request; and (B) these TOU.

"Application" means the NYFTY.AI virtual building assistant application licensed to you under these TOU.

"Business Day" means any day except a public holiday in the place where the relevant act is to be performed or the relevant notice will be received.

"Confidential Information" means information that, at the time it is disclosed, is marked or identified by the disclosing Party to the receiving Party as confidential, secret, or anything similar, but does not include information: (a) already in the public domain, or (b) which the receiving Party has already invented independently, or (c) which the receiving Party has obtained from a third party who does not breach any confidentiality obligation by providing that information.

"Client" or **"you"** means the person or entity that makes this Agreement with NYFTY.AI, and includes your principals, directors, employees, contractors, and agents.

"Fees" includes all amounts that the Client is obliged to pay NYFTY.AI under this Agreement.

"ICT Assets" includes all software, servers, online environments, databases, mobile or desktop applications, Internet connection services, handshake facilities and interfaces with Third Party Applications, Third Party Applications, websites and online portals, telecommunications services, and other digital enabling or facilitating technologies used to deliver the Services.

"Intellectual Property" includes all types of intellectual property rights recognised by the Convention Establishing the WIPO (1967), whether registered or registrable or not, and includes all neighbouring or proximate rights.

"Licence" means the licence to use the Application in accordance with these TOU, which we grant to you upon acceptance of your Account Request, the receipt of your relevant Fees, and any other conditions imposed by these TOU.

"NYFTY.AI" or **"we"** means Nyfty.ai, Inc., of 156 2nd St., San Francisco, CA 94105, including its subsidiaries, associates, principals, directors, employees, subcontractors and agents, and **"our"** has a corresponding meaning.

"Parties" means both NYFTY.AI and the Client, and **"Party"** means either of them.

"Services" includes all services that NYFTY.AI will provide to you under this Agreement in association with your use of the Application.

"Sales Tax" means any sales tax or similar tax that NYFTY.AI is required to collect from you in addition to our Fees.

"Subscription Period" means the period or periods during which the Licence is active because the relevant Fees have been paid and all other conditions required by these TOU have been met by the Client.

"Technology Provider" includes any third party that licenses or sublicenses NYFTY.AI or the Client to use any ICT Assets that are used to deliver the Services or any aspect of the Services, or that are incorporated into the Application or which facilitate the use of the Application, including through free, public or open source licences.

"Technology Special Conditions" means the clauses set out in the Schedule to these TOU.

"Term" means the term of the Agreement as set by clause 2.3.

"Third Party Application" includes any desktop software or mobile device applications owned or operated by a third party, which the Application is designed or allowed to interface and interact with.

"TOU" means these terms of use.

"Website" includes any website that we own or operate.

2. Formation and Term

- 2.1 This Agreement is made when we notify you that we accept your Account Request, which means that you have offered to purchase the Services and Licence from us on the basis of these TOU, and we have accepted that offer, have communicated the acceptance to you, and have created your Account. We will advise you of your Account details so that you can access and use it.
- 2.2 NYFTY.AI reserves the right, in its absolute discretion, to:
- (1) vary the scope of the Services or the terms of the Licence, at any time before we accept your Account Request; or
 - (2) reject your Account Request on any reasonable ground, including that the relevant Services can no longer be provided or the Application cannot be made available; or that the Services or Application can no longer be provided or made available economically; or because your Account Request was based on incorrect assumptions or information; or because the Account Request is made on conditions unacceptable to NYFTY.AI; and
 - (3) if we vary the scope of the Services or the terms of the Licence as provided by paragraph (1) above, you will be notified of those changes and will have the opportunity to withdraw your Account Request or to proceed with it.
- 2.3 The term of the Agreement:
- (1) starts on the date when the Client is notified by NYFTY.AI that the Account Request is accepted and the Client has paid any Fees required to activate its access to the Services and/or the Licence; and
 - (2) expires one year after that date, unless the Client renews its Account, in which case the Agreement and Account will continue for a further 12 months;
- except for those provisions of these TOU identified as having continuing operation, or unless the Parties vary the term including by termination as permitted by these TOU.
- 2.4 NYFTY.AI will commence delivering the Services, and the Licence will begin, on the start date indicated in the preceding subclause, and will cease delivering the services and the Licence will expire on the end date also indicated there.

3. Services and Licence

- 3.1 With regard to the Services, the Parties agree that, subject to all of the terms and conditions of these TOU:
- (1) NYFTY.AI agrees to provide the Services and Licence in consideration for the timely and full payment of all Fees payable by the Client, and otherwise on the basis that the Client complies fully with these TOU.
 - (2) The Client agrees to pay the Fees at the time(s) and in the amount(s) specified in your Account Request and/or our acceptance of that request (whichever applies), or in any other instructions notified to it by NYFTY.AI, in consideration for the provision of the Services by NYFTY.AI substantially in compliance with these Terms & Conditions.
 - (3) The Client acknowledges and agrees that:
 - (a) where NYFTY.AI provides advice as part of the Services, that advice will be subject to any limitations or disclaimers included with the advice, and in all cases does not negate your responsibility to apply and rely on your own good judgment and expertise;
 - (b) the delivery of the Services will be subject to the Technology Special Conditions; and
 - (c) the Client will comply with any instructions provided by NYFTY.AI in relation to the use of the Application and any associated ICT Assets, and of every

Technology Provider in relation to the use of any Third Party Application that you are using the Application to access or manage.

- (4) The Parties agree that:
- (a) NYFTY.AI is entitled to engage subcontractors and agents to provide some or all of the Services, provided that those persons are competent and qualified to do so;
 - (b) NYFTY.AI will supervise or direct such persons appropriately; and
 - (c) the Client acknowledges that:
 - (1) subcontractors and agents may have independent discretion, under the law, in how they complete their work; and
 - (2) the reasonable fees and expenses of subcontractors and agents will be factored by NYFTY.AI into the Fees.

3.2 With regard to the Licence, the Parties agree that:

- (1) NYFTY.AI hereby grants the Client the Licence to use the Application for the duration of the Client's current Subscription Period, provided the Account is active and not suspended by NYFTY.AI because of non-payment of Fees, breach of these TOU, or any other reason.
- (2) The Licence is granted subject to the following conditions, namely: it is nonexclusive; it can be exercised in any part of the world where the Client does business, subject to all applicable laws; it is free of royalties except for any designated Fees; it is not sub-licensable; it is personal to the Client and cannot be assigned.
- (3) NYFTY.AI may publish guidelines for the use of the Application on its Website, or in training material including videos, and the Client will use its best efforts to follow any reasonable guidelines that have been brought to its attention and that are not inconsistent with these TOU.
- (4) NYFTY.AI reserves the right to cancel the Licence for non-payment of the Fees, misuse of the Application in violation of these TOU, abuse of NYFTY.AI's Intellectual Property rights associated with the Application, abuse of any Technology Provider's Intellectual Property rights associated with the Client's use of ICT Assets, or any other cogent reason which justifies termination of the Licence at law.

3.3 NYFTY.AI may update and amend its Application and Services from time to time, provided that:

- (1) it is not obliged to do so;
- (2) it may request the Client to pay an increased Fee for the Licence for the Application or the receipt of the Services that is changed to become significantly different;
- (3) if the Client does not wish to pay such increased Fee, the Client may terminate this Agreement under clause 7.

3.4 NYFTY.AI is not obliged to update or amend the Application or Services in order to make those things compatible with any new versions of any third party's software or operating system, or any changes in any Third Party Application, or any older or legal versions of such things.

4. Fees

Further to its basic promise made in clause 3.1(2):

- 4.1 unless the Client is receiving the Services and Licence Fee-free, either for a trial period or otherwise, the Client will pay:
- (1) a set monthly or annual Fee for the Licence and the Services; and/or
 - (2) a per-user or per-enterprise Fee for the Licence and the Services; and/or
 - (3) ad hoc Fees for Services provided at the Client's request, such as training; on the basis accepted in the Account Request.
- 4.2 NYFTY.AI will issue the Client with invoices for any Fees that are payable by the Client, in compliance with any applicable laws imposing Sales Tax.

- 4.3 If any part of a Fee is overdue by 5 days, NYFTY.AI may suspend the Licence and/or the delivery of the relevant Services.
- 4.4 NYFTY.AI may vary its Fee rates from time to time, but such variations will apply only after the next renewal of the Term, unless the Parties agree to apply the variation immediately.
- 4.5 If the Parties agree to extend the scope or delivery time-frame of the Services, NYFTY.AI may request the Client to pay such additional reasonable Fees based on NYFTY.AI's then-current fee rates.
- 4.6 Payment of the Fees by the Client does not by itself mean that the Services have been delivered in a satisfactory manner, and acceptance of any incorrect or part-payment of a Fee by NYFTY.AI does not mean that NYFTY.AI is compromising its entitlement to correct or full payment of that Fee.
- 4.7 If the Client is receiving the Services or is granted the Licence on a Fee-free basis, then the Client accepts the Services or the Application on an "as is" basis, despite anything else in these TOU.

5. Parties' Obligations

In addition to their other obligations under these TOU:

- 5.1 In delivering the Services, NYFTY.AI will:
 - (1) do so in a professional manner;
 - (2) ensure that all of its employees, subcontractors and agents who are engaged in delivering the Services are competent and qualified to perform their relevant tasks; and
 - (3) comply with all specifications incorporated into the Account Request.
- 5.2 The Client will:
 - (1) not harass or be discourteous to any NYFTY.AI personnel;
 - (2) not maliciously or negligently interfere with the Application, the ICT Assets or any Third Party Application, including any supporting servers or other infrastructure, in any manner, or allow anyone else to do so;
 - (3) provide all relevant and necessary information required by NYFTY.AI to successfully deliver the Services, in a timely manner, and in a complete state, and this is an ongoing obligation, meaning that the Client must update, add to or correct any information previously provided to NYFTY.AI;
 - (4) provide a safe working environment for the NYFTY.AI representatives who attend any premises controlled or occupied by the Client; and
 - (5) promptly report to NYFTY.AI any loss or damage to the Client alleges to have been caused or contributed to by NYFTY.AI, including through the Client's use of the application, and provide all assistance that may be necessary for NYFTY.AI to make any relevant insurance claim regarding that loss or damage.

WARNING: DISCLAIMER

- 5.3 NYFTY.AI will not be responsible or liable for:
 - (1) any incorrect results generated by the Application which are dependent on the information the Client inputs or the choices the Client makes when using the Application;
 - (2) any loss to the Client resulting from incorrect, misleading or incomplete information supplied by the Client to NYFTY.AI or the Technology Provider; or
 - (3) any loss to the Client resulting from the Client's failure to follow or fully implement any instructions or advice provided by NYFTY.AI or the Technology Provider; except to the extent directly caused by the negligence or wilful misconduct of NYFTY.AI.

6. Intellectual Property and Confidential Information

The Parties agree that:

- 6.1 NYFTY.AI owns and will retain all rights in its Intellectual Property incorporated into the Application, or that it uses when delivering the Services, or creates while delivering the Services.
- 6.2 Where NYFTY.AI is the licensee of any ICT Asset, no rights in such asset are conferred on the Client by this Agreement, other than a sublicense to use those things, in accordance with the licence provided by the licensor to NYFTY.AI.
- 6.3 The Application and ICT Assets must be used by the Client in accordance with the Technology Special Conditions.
- 6.4 Each Party will safeguard the Confidential Information of the other Party and not disclose it to any other Party without the first-mentioned Party's permission.
- 6.5 The Client acknowledges that its information will be handled and may be accessed and stored by a Technology Provider when the Client uses an ICT Asset or Third Party Application, and that such actions will not be regarded as a breach by NYFTY.AI of clause 6.4. The Client agrees that it is its responsibility to read and understand the terms of use of any Third Party Application.

7. Termination

- 7.1 Either Party may terminate this Agreement immediately, if the other Party commits a material breach of the Agreement, by giving the other Party written notice of termination.
- 7.2 The Client may terminate this Agreement immediately for convenience by giving NYFTY.AI written notice.
- 7.3 If the Client terminates this Agreement under clause 7.2, the Client will not be entitled to a refund of any pre-paid Fee, but NYFTY.AI in its absolute discretion may agree to refund some of those Fees, depending on the circumstances.

8. Services: Delivery and Warranties

- 8.1 The Parties agree that:
 - (1) NYFTY.AI may temporarily suspend delivery of the Services because of:
 - (a) an intervening event beyond NYFTY.AI's reasonable control, including the unavailability of any relevant ICT Assets; or
 - (b) a dispute between the Parties regarding the Licence, Intellectual Property, Confidential Information, the Technology Special Conditions, the ICT Assets, or otherwise concerning any aspect of the delivery of the Services.
 - (2) If delivery of the Services is suspended under the preceding paragraph, the Client's right to compensation will be governed by clause 9.9.
 - (3) If NYFTY.AI does not resume delivery of the Services within a reasonable time after any suspension under this clause, not to exceed two weeks, having regard to all of the circumstances, the Client may terminate this Agreement.
- 8.2 NYFTY.AI provides the following warranties to the Client in relation to the Services, namely that:
 - (1) the Services will be delivered to the standards described in clause 5.1; and
 - (2) the Services will conform to any descriptions incorporated into the Account Request.
- 8.3 In the event that the Client claims the Services are substandard, NYFTY.AI will have the option of redelivering the Services without admission of liability for breach of these TOU.

WARNING: INDEMNITIES; INSURANCE OBLIGATIONS; LIMITATIONS ON LIABILITY; DISCLAIMERS

9. Indemnities; Insurance Obligations; Limitations on Liability; Disclaimers

- 9.1 The Parties agree that:
 - (1) Each Party hereby indemnifies and will continue to indemnify the other Party in respect of all loss, damage or claims that arise from a breach of this Agreement by the first-mentioned Party, including, in the case of the Client, failure to pay any part of the Fees, except to the extent caused by the other Party's own negligence or wilful misconduct (including that of its principals, employees, subcontractors and

agents), and except to any extent expressly limited or excluded elsewhere in this Agreement, including the Technology Special Conditions.

- (2) This indemnity covers not only the loss occasioned to a Party, but also the Party's reasonable costs of recovering the relevant loss, including legal costs and debt collection expenses.
- 9.2 NYFTY.AI will ensure that its operations are covered by appropriate and adequate insurance
- 9.3 The Client must ensure that all NYFTY.AI representatives attending the Client's premises for the purposes of this Agreement are covered adequately by public liability insurance.
- 9.4 The Client acknowledges that some or all of the ICT Assets, in particular the Third Party Applications, are owned or controlled by third parties, namely the Technology Providers, and accordingly the Client agrees that:
- (1) the availability of the ICT Assets will be subject to the cooperation of and limitations imposed by those third parties, who may have authority to suspend use or availability of any ICT Asset; and
 - (2) the Client's indemnities given in this Agreement are also given for the benefit of each relevant Technology Provider, which will have the right to claim directly against the Client for any damage or abuse of a relevant ICT Asset by the Client or any person who has access to such an asset through the Client.
- 9.5 NYFTY.AI provides no guarantee that the Services, including the results of using the Application, will have any particular value or effect for the Client.
- 9.6 Where the Client suffers a loss because of the malfunction of the ICT Assets or the actions or omissions of any Technology Provider, any limitation on damages that applies to claims made through NYFTY.AI, in its contractual relationship with the Technology Provider, will also apply to the Client in respect of any claim for that loss made through or against NYFTY.AI by the Client. The Client agrees that this limitation is reasonable.
- 9.7 The Client agrees that its liability for any infringement of the Intellectual Property rights of any person, in relation to misuse or abuse of the ICT Assets, will be unlimited, subject to any applicable law to the contrary.
- 9.8 The Client hereby releases NYFTY.AI from liability from any loss occasioned to the Client by a Technology Provider, except to the extent contributed to by the negligence of NYFTY.AI.
- 9.9 If the delivery of the Services is suspended under clause 8.1, NYFTY.AI will not be liable to provide the Client with any compensation, besides refunding any relevant part of the Fees in the sole discretion of NYFTY.AI, and the Client hereby releases NYFTY.AI from liability for any loss that the Client may experience as a result of such suspension, except where the suspension results from the negligence of NYFTY.AI.
- 9.10 Apart from the warranties set out in clause 8.2, NYFTY.AI gives the Client no other express warranties, and all implied warranties are hereby excluded except those that cannot be contracted out of by application of law.
- 9.11 Neither Party will be liable to the other party for any indirect or consequential damages resulting from a breach by the first-mentioned Party of its obligations under these TOU.
- 9.12 Where clause 10.13 applies to excuse the performance of NYFTY.AI of its obligations under these TOU by reason of force majeure, NYFTY.AI will not be liable to the Client for any consequences of that inability to perform.
- 9.13 NYFTY.AI will not be liable for the Client's losses occasioned by outages or discontinuity of operation of ICT Assets, except where directly resulting from NYFTY.AI's negligence.

10. General

- 10.1 *Governing Law and Jurisdiction.* This Agreement is governed by the laws in force in the State of California, USA, and the Parties submit to the non-exclusive jurisdiction of the courts of that State in all matters arising under this Agreement.

- 10.2 *Entire Agreement.* This Agreement represents the entire agreement of the Parties in respect of all matters with which it deals, and all prior or separate representations, negotiations or understandings are hereby superseded or excluded.
- 10.3 *Compliance with Laws.* Each Party must comply with all laws that apply to it in respect of its performance of this Agreement.
- 10.4 *Relationship.* The relationship of the Parties is that of independent contractors, and nothing in this Agreement is intended to create any other type of legal relationship.
- 10.5 *Variation.* This Agreement may be varied only in writing by or on behalf of the Parties.
- 10.6 *Severability.* If any part of this Agreement is found to be illegal, void or unenforceable, that part will be regarded as severed and ignored, and the remainder of the Agreement will be given full effect and remain binding on the Parties.
- 10.7 *Waiver.* If either Party fails to exercise any right given to it by this Agreement, or delays in doing so, that failure or delay will not represent a waiver of the relevant right on that or any other occasion, and any waiver must be in writing signed by the Party giving it in order to be effective.
- 10.8 *Disputes.* If any dispute regarding the application or interpretation of this Agreement arises between the Parties, a Party may not resort to litigation to resolve the dispute, except for applications for urgent injunctions, unless it has first applied the following procedure:
- (1) it notifies the other Party of the nature of the dispute;
 - (2) it negotiates in good faith with the other Party to resolve the dispute, as soon as reasonably possible and in any event no later than 7 days after service of the notice;
 - (3) if such negotiation is unsuccessful in resolving the dispute within a further 21 days, either Party may refer the dispute for resolution by mediation chaired by an independent, mutually acceptable and suitably qualified mediator who is a "Neutral" named in the "Tech List" of the Silicon Valley Arbitration & Mediation Center, 228 Hamilton Avenue, Third Floor, Palo Alto, California 94301 USA, to be conducted under the SVAMC Arbitration & Mediation Rules, with the Parties to share the costs of mediation equally, and to employ any technology, including video conferencing, that is convenient; and
 - (4) if the Parties are unable to agree upon a mediator within the 21-day time-frame referred to at (3) above, then they must implement the procedure for selecting an arbitrator provided by the California Code of Civil Procedure sections 1297.111 to 1297.119 in order to select the mediator.
- 10.9 *Privacy.* Where either Party obtains personal information relating to the other Party's principals, employees, contractors, agents, associates or clients, the first-mentioned Party must use, store and disclose that information only as permitted by applicable privacy laws. *NOTE: Please refer to NYFTY.AI's privacy policy for further details about how NYFTY.AI will fulfil this obligation.*
- 10.10 *Survival.* The following provisions of this Agreement will survive the termination or expiry of the Agreement, namely: all payment obligations; all Intellectual Property, confidentiality and privacy obligations; all warranties, releases, indemnities and declarations; the Technology Special Conditions; all assignment rights or restrictions; and the provisions of this clause 10.
- 10.11 *Assignment.* The Client may not assign this Agreement without the express, written consent of NYFTY.AI. NYFTY.AI may assign this Agreement to a purchaser of its business, or a franchisee, or an entity with which it merges or by which it is acquired, or an entity (a partnership, trust, LLP, or other corporate entity) specifically formed to carry on the business or providing the Services.
- 10.12 *Notices.* Any notice given by one Party to the other Party for the purposes of this Agreement must be in writing and may be delivered in person, by prepaid mail, or email to the physical, postal or email address of the receiving Party specified in the Website (in the case of NYFTY.AI) or the Account Request (in the case of the Client). The notice will be deemed to have been delivered:
- (1) if served in person, at the time of delivery;
 - (2) if served by prepaid post, five days after posting, unless the Parties are in different

- countries, in which case 10 days; and
- (3) if served by email, on the day after sending, provided that no notification of failure of delivery is received by the sender from its email system or that of the receiver, and the author of the email is clearly identifiable in the email.
- 10.13 *Force Majeure*. In addition to the grounds for suspension set out in clause 8, if NYFTY.AI is unable to deliver any part of the Services or is otherwise prevented from complying with any of its obligations under this Agreement by some legal disability, unforeseen event or circumstance, or an intervention, act or omission of a third party, which is outside NYFTY.AI's reasonable foresight or control, then NYFTY.AI will be excused from performing that obligation for as long as that situation persists.
- 10.14 *Updates and amendments to TOU*. NYFTY.AI may amend or update these TOU from time to time, in which case the updated or amended TOU will apply from the Client's next renewal of its Licence. These TOU are supplied with a version ID at their foot, and it is the Client's responsibility to check for any changes.
- 10.15 *Interpretation*. Unless expressed to the contrary, in these TOU:
- (1) The singular includes the plural and vice versa.
 - (2) A reference to a person includes a corporation or partnership.
 - (3) A reference to a gender includes all genders.
 - (4) A reference to a clause or schedule is a reference to a clause of or the Schedule to these TOU.
 - (5) Headings are for convenience and do not affect interpretation.
 - (6) Where these TOU provide that anything must be done, or any consent given, in writing, that thing or consent may be done or given by email, provided that the conditions set out in the notices clause that apply to emails, namely clause 10.12, are observed, and the person on whose behalf the consent is given is clearly identified.
- 10.16 *Authorisations*. The parties agree that:
- (1) If the Account Request is made on behalf of a company or other corporate entity, or a trust or partnership, the person submitting the Account Request warrants that he or she has full authority to do so.
 - (2) The Client warrants that it has full legal and contractual capacity to authorise NYFTY.AI to use or access any API or other portal or interface that is required to be used or accessed in order for the Application to interact with any Third Party Application. It is the Client's responsibility to ensure that the terms of use for the Third Party Application allow the Client to depute or sublicense NYFTY.AI and the Application to use the Third Party Application's API, portal or other interface.

SCHEDULE – TECHNOLOGY SPECIAL CONDITIONS

General principles

- (1) The Client acknowledges that the ICT Assets are licensed to NYFTY.AI and/or the Client by the Technology Providers. The Client agrees that the Intellectual Property and other rights of the Technology Providers must be respected by the Client.
- (2) The Client acknowledges that:
 - (a) because the ICT Assets are controlled by the Technology Providers, the continuing availability and functionality of the ICT Assets depend on factors beyond NYFTY.AI's control, including the actions and diligence of the Technology Providers and of any contractors engaged by the Technology Providers to make the ICT Assets available; and
 - (b) where the ICT Assets incorporate or otherwise rely upon software or technology sourced or licensed by the ICT Provider from another third party, the availability of that software or technology also depends on that third party.
- (3) Where the Client's capacity and legal right to use any ICT Assets requires the Client to have any particular legal status, such as holding a licence granted by the Technology Provider, or any particular functional capability or capacity, such as an Internet

connection, it is the Client's responsibility to obtain and maintain that status, capability or capacity.

Specific rules and prohibitions

- (4) The Client acknowledges and agrees that the Technology Providers will have access to data sourced from Client's information related to the use of the ICT Assets by the Client, or by NYFTY.AI when performing the Services, and that the Technology Providers may use that data for their own purposes. It is the Client's responsibility to check the terms of use for any Third Party Application.
- (5) The Client acknowledges that the Application and ICT Assets, when accessed online, may be subject to outages and interruptions. The Client agrees that NYFTY.AI is not responsible for such problems. NYFTY.AI will use its best efforts to resolve any continuity-of-use problems that arise with the Application.
- (6) The Client acknowledges that the Application and ICT Assets are designed for certain purposes, and have certain capabilities. The Client agrees that:
 - (a) NYFTY.AI is not responsible for the design or functionality of the ICT Assets, or for any defects in the design or function of the ICT Assets.
 - (b) NYFTY.AI agrees that it is responsible for exercising reasonable skill when selecting any ICT Assets to be used in association with the delivery of the Services.
 - (c) NYFTY.AI is not responsible for problems experienced by the Client when using the Application or any ICT Assets for any purpose that those things were not designed for or recommended for by NYFTY.AI or a relevant Technology Provider.
- (7) The Client acknowledges that if NYFTY.AI's access to and use of ICT Assets are subject to a licensing, collaboration or other agreement with the relevant Technology Provider, and:
 - (a) the Technology Provider may have a right to suspend or terminate the licence, collaboration or other agreement, which in turn may interrupt or terminate the Client's or NYFTY.AI's use of the ICT Assets;
 - (b) any such licensing, collaboration or other agreement between the Technology Provider and NYFTY.AI will impose certain limitations and requirements on NYFTY.AI, and may also impose such things on the Client, and the Client must not knowingly do anything that violates those limitations and requirements;
 - (c) NYFTY.AI may inform the Client of the terms of NYFTY.AI's contractual obligations to any Technology Provider, from time to time, in which case that information will trigger the Client's obligations set out in the preceding paragraph; and
 - (d) NYFTY.AI will inform the Client if the licensing, collaboration or other agreement ends during the term of this Agreement,
- (8) The Client acknowledges and agrees that:
 - (a) the Client is prohibited from copying, selling or giving any third party unauthorised access to the Application or any ICT Asset;
 - (b) if the Client has a direct agreement with a Technology Provider, such as a licence to use a Third Party Application, that agreement is separate to this Agreement;
 - (c) it must preserve copies of, and properly back up, all data that it provides to or submits through the Application or NYFTY.AI to a Technology Provider including to a Third Party Application or other ICT Assets; and
 - (d) if the use of any ICT Asset is subject to special legislation, it is the responsibility of the Client to understand and comply with the requirements of that legislation.
- (9) While NYFTY.AI represents to the Client that NYFTY.AI is authorised to use any ICT Assets that NYFTY.AI relies on to provide the Services, NYFTY.AI does not intend thereby to represent that any particular Technology Provider endorses NYFTY.AI, or guarantees the quality of the Services or the Application.