

MIKO TERMS OF SERVICE

These Terms of Service (“**Terms**”) apply to your access and use of the websites, services, software, apps, Miko Content (as defined below) and Miko Products (as defined below) provided to you (collectively, the “**Miko Service**”). “**Miko Products**” means products that we may sell on our websites.

If you reside in the United States, these Terms are an agreement between you and RN Chidakashi Technologies Inc., a Delaware company with its registered office at 6200 Stoneridge mall rd, Suite 300, #336, Pleasanton, CA 94588, USA. If you reside elsewhere, these Terms are an agreement between you and RN Chidakashi Technologies Private Limited, 4, Stambhirth, R.A. Kidwai Road, Wadala (West), Mumbai-400031. When the Terms mention “**Miko**,” “**we**,” “**us**,” or “**our**,” they refer to the party to your agreement that provides you with the Miko Service.

You must accept these Terms to access or use the Miko Service. You accept these Terms by using any part of the Miko Service. If you do not accept these terms, do not use any Miko Service.

We may update these Terms at any time, in our sole discretion. We will notify you before we make material changes to these Terms and give you an opportunity to review the revised Terms before continuing to use the Miko Service. When you use the Miko Service after a modification becomes effective, you are telling us that you accept the modified Terms.

1. [READ OUR PRIVACY POLICY](#)

For information about our data practices, please see our Privacy Policy. By accessing or using the Miko Service, you agree that we can collect and use your information in accordance with the Privacy Policy.

2. [ELIGIBILITY; USE OF THE MIKO SERVICE](#)

While some of the Miko Products are aimed to be used by children of varying ages (such age requirements may be specified on the Miko Products), portions of our Miko Service is intended to be used only by parents, legal guardians and others over the age of 18. You represent and warrant that you are of legal age to form a binding contract (or if not, you have received your parent's or guardian's permission to use the Miko Service).

You will use the Miko Service only for your own personal, non-commercial use, for the purpose Miko intends, in a manner that complies with these Terms and all laws that apply to you. If applicable law prohibits your use of the Miko Service, then you are not authorized to use the Miko Service. We are not responsible for your using the Miko Service in a way that violates the law or these Terms.

3. CREATING AN ACCOUNT

Certain portions of the Miko Service may require you to sign up for an account. You promise to provide us with accurate and complete registration information including about your age, and keep your account and password secure. You are responsible for all activities associated with your account. Miko is not liable for any loss or damages caused by your failure to maintain the confidentiality of your account credentials.

4. NECESSARY EQUIPMENT AND DATA CHARGES

Full use of the Miko Service is dependent upon your use of a supported mobile device and Internet access. The maintenance and security of this equipment may influence the performance of the Miko Service and it is your responsibility to ensure the equipment's functionality. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges.

5. PURCHASE OF MIKO PRODUCTS

Customers who purchase Miko Products (including through our websites and apps) must be over the age of 18 with a valid payment method accepted by us. For avoidance of doubt, this Section 5 only applies to the sale of our physical goods on our website. Other retailers may have their own terms and policies. For terms related to the sale of services (such as games, applications and digital content for the Miko Products), please see Section 6.

Product Descriptions. We try to make the information regarding Miko Products thorough, accurate, and helpful to our customers. Nonetheless, there may be times when certain information may be incorrect, incomplete, inaccurate, or appear inaccurate. We apologize in advance for any such errors that may result in an incorrect price, inaccurate description, item unavailability or otherwise affect your order. We reserve the right to correct errors (whether by changing information or by informing you of the error and giving you an opportunity to cancel your order) or to update Miko Product information at any time without notice.

Availability. We cannot guarantee availability of Miko Products, even if we show that a particular Miko Product is available online or in stores. We may not have all Miko Products available online or in stores and we may discontinue products at any time.

Pricing. Prices for Miko Products may change at any time (but we will not change the price once your order has been confirmed), and we do not provide price protection or refunds in the event of a price reduction or promotional offering. We reserve the right to cancel an order for a Miko Product in the event of a typographical or other error in the price listed for the Miko Product. The price of a Miko Product generally does not include delivery charges. We will charge taxes on Miko Products purchased when taxes are applicable. The list price displayed for any Miko Product generally does not include delivery charges or sales or other taxes unless specifically noted.

Delivery. We will endeavor to deliver the Miko Products that you purchase to the place of delivery designated by you. If, for any reason, our shipping carrier cannot deliver the product to you, you will not be charged or we will refund you your purchase. If you choose to accept any type of express courier services for shipping, then any additional shipping fees will be paid by you. Shipping laws also vary from country to country, and it is your responsibility to check with your local customs office for details and to verify whether the country to which you are shipping permits the shipment of your Miko Products. Please note that for international orders, customs and import duties may also be applied and will likely vary from country to country. You are solely responsible for any such additional charges. For more information on shipping, please refer to our Limited Warranty and Shipping Policy.

Refunds and Exchanges. WE ONLY OFFER REFUND OR STORE CREDIT FOR YOUR MIKO PRODUCTS IN LIMITED SITUATION AS FURTHER DESCRIBED IN THE LIMITED WARRANTY AND SHIPPING POLICY. WE DO NOT OTHERWISE OFFER ANY REFUND, EXCHANGE OR STORE CREDIT FOR YOUR MIKO PRODUCTS.

Transactions. All orders placed are subject to Miko's acceptance and we reserve the right to refuse any order you place with us for any reason. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing and/or shipping address. We reserve the right to cancel or modify orders for any reason prior to delivery. For example, we may refuse to ship to known

freight forwarders or if we suspect fraud or abuse or any violation of these Terms. Additionally, we reserve the right to limit or prohibit orders that appear to be placed by dealers, resellers, or distributors.

Risk of Loss: All items purchased from us are made pursuant to a shipment contract. This means that title and the risk of loss for such items pass to you upon our delivery to the carrier.

Warranty Information. Warranty information for Miko Products can be found in the documentation (such as user guides) included with your Miko Product at the time of purchase or posted on the Limited Warranty and Shipping Policy. **The warranty does not apply to any software, mobile, or other applications associated with any Miko Product. We may not support warranty service outside of country from which you purchase the Miko Product and there may be different policies in your country.** It is your responsibility to backup any data, software, or other materials you may have stored or preserved on the Miko Product prior to sending the Miko Product to us for warranty services. It is likely that such data, software, or other materials will be lost or reformatted during service, and Miko will not be responsible for any such damage or loss.

6. PURCHASE OF PAID SERVICES

This Section 6 applies to your purchase and use of Miko Service that are not physical goods (collectively the “**Paid Services**”), such as Third-Party Content. You may purchase Paid Services through one-time purchases.

One-Time Purchase. One-time purchases may not be canceled and you are not entitled to a refund for such services.

Price Changes. We reserve the right to adjust pricing for our Paid Services or any components thereof in any manner and at any time. Any price changes will take effect following notice to you.

Payment and Billing. You authorize Miko to charge your chosen payment method for the Paid Services. By providing a payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your purchase (including any applicable taxes and other charges). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your Paid Service may be suspended or canceled. You

must resolve any problem we encounter in relation to the payment method you select in order to proceed with your use of the Service. Please note that if you accept a promotional offer or make changes to your Paid Services, the amount billed may vary. It may also fluctuate due to changes in applicable taxes or currency exchange rates. You authorize us (or our third-party payment processor) to charge your payment method for the corresponding amount.

Representations. Any Paid Services are personal to you and may not be used by any other person. You will not allow anyone else to use your Paid Services, and you will not disclose your account credentials to any other person. You will report to Miko any unauthorized or prohibited use of your Paid Services.

7. POSTING USER CONTENT ON THE MIKO SERVICE

Any information and content that you post, upload, share, store, or otherwise provide to us through the Miko Service is “**User Content**”. Subject to this Section 7 and Section 14, you retain all rights to User Content. By making User Content available on or through the Miko Service, you hereby grant to Miko a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, publicly display, publicly perform, reproduce, translate, create derivative works from, and distribute User Content, in whole or in part, in any media, only for purposes of offering and improving the Miko Service and future products and services. For clarity, use of your personal data or any identifiable characteristics of you or other users of the Miko Service (e.g. your voice, facial photos, etc.) will be strictly in compliance with our Privacy Policy.

You are responsible for your User Content. You represent and warrant that you own User Content or that you have all rights necessary to grant us a license to use User Content as described in these Terms.

You represent and warrant that User Content, the use and provision of User Content on the Miko Service, and your use of the Miko Service, will not (i) infringe, misappropriate, or violate any third party’s patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy; (ii) violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) be fraudulent, false, misleading, or deceptive; (iv) be defamatory, obscene, pornographic, vulgar, or offensive; (v) promote discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (vi) be violent or threatening or promote violence or actions that are threatening to any

person or entity; or (vii) promote illegal or harmful activities or substances. You further agree not to upload any User Content that contains software viruses or is designed to interrupt, destroy, or limit the functionality of any equipment or services, or that contains other harmful, disruptive, or destructive files or content.

8. MIKO CONTENT AND THIRD-PARTY CONTENT

“**Miko Content**” includes any images, graphics, video, audio, data, text, music, comments, software, works of authorship of any kind, and other information, content, or other materials that are posted, generated, provided, or otherwise made available through the Miko Service, excluding User Content. Miko Content, the Miko Service, and its underlying technology are protected by copyright, trademark, patent, intellectual property, and other laws of the United States and foreign countries. We reserve all rights not expressly set forth in these Terms. You agree not to remove, change or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Miko Service and Miko Content. Our logos and any other Miko trademarks that may appear on the Miko Service, and the overall look and feel of the Miko Service, including page headers, graphics, icons, and scripts, may not be copied, imitated or used, in whole or in part, without our prior written permission. Other trademarks, product, and service names and company names or logos mentioned on the Miko Service are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder.

Miko Service may allow you to purchase, download and access third party games, applications and content (collectively, “**Third-Party Content**”) to be used with the Miko Products. You hereby acknowledge and agree that Miko is not the provider of the Third-Party Content and is not responsible for any issues, errors, bugs, liabilities or damages caused in whole or in part by the Third-Party Content or any update or upgrade thereto.

9. LICENSE TO USE THE MIKO SERVICE

The Miko Service is intended for your personal, non-commercial use.

Subject to your compliance with these Terms, Miko grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable (i) access to use the Miko Service, (ii) license to use the Miko Content, (iii) license to use the software and mobile applications provided by the Miko Service, and (iv) license to use the software that is embedded into Miko devices as authorized in these Terms. With respect to items (iii) and (iv), this license includes any software embedded

in any Miko Service. This license is provided solely for your personal, non-commercial use and enjoyment of the Miko Service as permitted in these Terms, until the termination of these Terms. Subject to the foregoing, Miko and its licensors exclusively own all right, title and interest in and to the Miko Service and Miko Content, including all associated intellectual property rights.

10. WHAT YOU CANNOT DO WITH THE MIKO SERVICE

You will not use, sublicense, copy, adapt, modify, translate, disclose, prepare derivative works based upon, distribute, license, sell, rent, lease, assign, transfer, publicly display, publicly perform, transmit, broadcast, or otherwise exploit the Miko Content, Miko Service or any portion thereof, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Miko or its licensors, except for the licenses and rights expressly granted in these Terms.

Except to the extent permitted by law, you may not perform, attempt to perform, or encourage or assist others in performing any of the following while accessing or using the Miko Service: (i) use, display, mirror, or frame the Miko Service or any individual element within the Miko Service, including the layout and design of any page, without Miko's express written consent; (ii) use Miko's name, any Miko trademark or logo, or any Miko proprietary information without Miko's express written consent; (iii) access or tamper with non-public areas of the Miko Service, Miko's computer systems, or the technical delivery systems of Miko's providers; (iv) test the vulnerability of any Miko system or breach any security or authentication measures; (v) circumvent any technological measure implemented by Miko or any of Miko's providers or any other third party (including another user) to protect the Miko Service; (vi) access the Miko Service or Miko Content through the use of any mechanism other than through the use of (a) Miko Service; (b) a device that is manufactured, distributed, or sold by Miko itself or through its authorized resellers or agents; (c) our mobile applications and software, or approved third-party applications, software, or devices; or (d) our websites; (vii) modify, decompile, disassemble, reverse engineer, tamper with, or otherwise attempt to derive the source code of any software that Miko provides to you or any other part of the Miko Service; (viii) collect or store any personally identifiable information from the Miko Service from other users of the Miko Service without their express permission; (ix) impersonate or misrepresent your affiliation with any person or entity; (xi) violate any applicable law or regulation; (xii) use the Miko Service in any manner that, in our sole discretion, is objectionable or restricts or inhibits any other person from

using or enjoying the Miko Service, or which may expose us or our users to any harm or liability of any type; or (xiii) encourage or enable any other individual to do any of the foregoing.

11. OUR ENFORCEMENT RIGHTS

We reserve the right (but are not required) to monitor access to or use of the Miko Service or User Content, or remove or disable access to the Miko Service, any Miko Content, or User Content at any time and without notice, and at our sole discretion, if we determine that the Miko Content, User Content, or your use of the Miko Service is in violation of these Terms. We have the right to investigate violations of these Terms and any conduct that affects the Miko Service, and in response may take any action we may deem appropriate.

12. USE THE MIKO SERVICE AT YOUR OWN RISK

If you rely on any Miko Content or the Miko Service, you do so solely at your own risk.

We make no endorsement, representation, or warranty of any kind about any Miko Content, information, or services. Without limiting the foregoing, we are not responsible for the accuracy, reliability, availability, effectiveness, or correct use of information you receive through the Miko Service. Use of the Miko Service should not replace your good judgment and common sense. Please read and comply with all safety notices that accompany your use of the Miko Service.

13. Rights and Terms for Software

This section applies to our mobile application or software (the “**App**”) that you acquire from the Apple App Store or Google Play Store (each, an “**App Store**”) as part of your use of the Miko Service. Apple and Google are referred to as the “**App Providers**”. The App Providers have no obligation to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify the App Providers, and the App Providers will refund the App purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, the App Providers will have no other warranty obligation whatsoever with respect to the App. The App Providers are not responsible for addressing any claims by you or any third party relating to the App or your possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. The App Providers are not responsible for the investigation, defense, settlement and discharge of any third-party claim that your possession and use of the App infringe that third party's intellectual property rights. The App Providers and

their subsidiaries, are third-party beneficiaries of these Terms, and upon your acceptance of the Terms, the App Providers will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also comply with any applicable third-party terms of service when using the App.

14. FEEDBACK

We welcome feedback, comments and suggestions for improvements to the Miko Service (“**Feedback**”). You grant to us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose, without any limitation or payment obligation to you or any third party.

15. CONTESTS, REFERRALS AND GIVEAWAYS

Additional terms and conditions may apply to contests, giveaways, referrals and other promotions sponsored by Miko or its partners. It is your responsibility to carefully review those terms and conditions.

16. ALERTS AND NOTIFICATIONS

As part of your use of the Miko Service, you may receive notifications, text messages, alerts, emails, and other electronic communications. You agree to the receipt of these communications. We may need to provide you with certain communications, such as service announcements and administrative messages. You are responsible for any messaging or data fees you may be charged by your wireless carrier. Any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that the communication be in writing.

17. THIRD-PARTY SERVICES

The Miko Service may display or permit linking or other access to or use of third-party content, promotions, websites, apps, services and resources (collectively “**Third-Party Services**”) that are not under Miko’s control. We provide these links only as a convenience and are not

responsible for the products, services, or other content that are available from Third-Party Services. You acknowledge that any Third-Party Services that you use in connection with the Miko Service, such as third party applications accessed on Miko devices, are not part of the Miko Service and are not controlled by Miko, and you take sole responsibility and assume all risk arising from your interaction with or use of any Third-Party Services. You also acknowledge that these Terms and our Privacy Policy do not apply to any Third-Party Services. You are responsible for reading and understanding the terms and conditions and privacy policy that applies to your use of any Third-Party Services.

18. CHANGES TO THE MIKO SERVICE

Miko may change or discontinue, temporarily or permanently, any feature, component, or content of the Miko Service at any time without notice. Miko is not liable to you or to any third party for any modification, suspension, or discontinuance of any feature, component, or content of the Miko Service, including any compatibility issues caused by such modification, suspension, or discontinuance. We reserve the right to determine the timing and content of software updates, which may be automatically downloaded and installed by Miko Products without prior notice to you.

19. TERMINATION

We reserve the right to suspend or deactivate your account or your access to certain aspects or all of the Miko Service, or to terminate these Terms, at our sole discretion, at any time and without notice or liability to you. Upon any such suspension, deactivation, or termination, we may delete or remove User Content and other relevant information. You may terminate these Terms at any time by ceasing all use of the Miko Service. Upon any termination of these Terms or suspension, termination, or discontinuation of the Miko Service or your account, the following provisions of these Terms will survive: Sections 1, 7, 8, 10 to 14, and 17 to 25.

20. DISCLAIMERS

EXCEPT FOR ANY LIMITED WARRANTIES EXPRESSLY PROVIDED HEREUNDER, THE MIKO SERVICE AND MIKO CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. EXCEPT FOR ANY LIMITED WARRANTIES EXPRESSLY PROVIDED HEREUNDER, WE EXPLICITLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES ARISING OUT OF OR RELATED TO THESE TERMS OR THE MIKO SERVICE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Miko Service or Miko Content will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, or reliability of the Miko Service or any Miko Content.

Any information or content publicly posted or privately transmitted through the Miko Service is the sole responsibility of the person that originated it, and you access all such information and content at your own risk, and we are not liable for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Miko Content or what actions you may take as a result of having been exposed to the Miko Content, and you hereby release us from all liability for you having acquired or not acquired Miko Content through the Miko Service.

21. INDEMNITY

You will indemnify and hold harmless Miko or its officers, directors, employees, affiliates, agents, licensors, and contractors from and against any claims, suits, actions, demands, disputes, allegations, or investigations brought by any third party, governmental authority, or industry body, and all liabilities, damages, losses, costs, and expenses, including without limitation reasonable attorneys' fees, arising out of or in any way connected with (i) your access to or use of the Miko Service, (ii) User Content, (iii) your breach or alleged breach of any warranties made by you hereunder or your violation of any other provision of these Terms, or (iv) your violation of any law or the rights of a third-party. We reserve the right to assume control of the defense of any third-party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

22. LIMITATION OF LIABILITY

NEITHER MIKO, ITS SUPPLIERS, OR LICENSORS, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE MIKO SERVICE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE MIKO SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT

(INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MIKO HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL MIKO'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE MIKO SERVICE EXCEED \$20 USD.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN MIKO AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

23. DISPUTE RESOLUTION

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH US AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

You agree that any dispute between you and Miko arising out of or relating to these Terms of Service, the Miko Service, or any other Miko Products or services (collectively, "**Disputes**") will be governed by the arbitration procedure outlined below.

Governing Law: Except as otherwise required by applicable law, the Terms of Service and the resolution of any Disputes shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws principles.

Informal Dispute Resolution: We want to address your concerns without needing a formal legal case. Before filing a claim against Miko, you agree to try to resolve the Dispute informally by contacting legal@miko.ai. We will try to resolve the Dispute informally by contacting you through email. If a dispute is not resolved within 15 days after submission, you or Miko may bring a formal proceeding.

We Both Agree to Arbitrate: You and Miko agree to resolve any Disputes through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

Opt-out of Agreement to Arbitrate: You can decline this agreement to arbitrate by contacting legal@miko.ai within 30 days of first accepting these Terms of Service and stating that you (include your first and last name) decline this arbitration agreement.

Arbitration Procedures: The American Arbitration Association (AAA) will administer the arbitration under its Consumer Arbitration Rules. The arbitration will be held in the United States county where you live or work, Santa Clara County, or any other location we agree to.

Arbitration Fees: The AAA rules will govern payment of all arbitration fees. Miko will pay all arbitration fees for claims less than \$75,000. Miko will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

Exceptions to Agreement to Arbitrate: Either you or Miko may assert claims, if they qualify, in small claims court in Santa Clara County or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Miko Products or Miko Service, or infringement of intellectual property rights (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

No Class Actions: **YOU MAY ONLY RESOLVE DISPUTES WITH MIKO ON AN INDIVIDUAL BASIS, AND MAY NOT BRING A CLAIM AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT ALLOWED UNDER OUR AGREEMENT.**

Judicial Forum for Disputes. Except as otherwise required by applicable law, in the event that the agreement to arbitrate is found not to apply to you or your claim, you and Miko agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Santa Clara County, California. Both you and Miko consent to venue and personal jurisdiction there. We both agree to waive our right to a jury trial.

Limitation on Claims. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Miko Products or Miko Service must be filed within 1 year after such claim or cause of action arose, or else that claim or cause of action will be barred forever.

24. GENERAL TERMS

Except as otherwise stated herein, these Terms constitute the entire and exclusive understanding and agreement between Miko and you regarding the Miko Service, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Miko and you regarding the Miko Service and Miko Content.

If for any reason an arbitrator or court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

You may not assign, delegate, or transfer these Terms, by operation of law or otherwise, without Miko's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Miko may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

Any notices or other communications provided by Miko under these Terms, including those regarding modifications to these Terms, will be given: (i) via email or (ii) by posting to the Miko Service. For notices made by e-mail, the date of receipt on the message will be deemed the date on which such notice is transmitted.

Miko's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Miko. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

25. ADDITIONAL TERMS MAY APPLY

Additional terms may apply to certain products or services. In the event that there is a conflict between these Terms and any additional terms, the additional terms will control.

26. PLEASE CONTACT US IF YOU HAVE ANY QUESTIONS ABOUT THESE TERMS.

Please contact cto@miko.ai if you discover or suspect any security breach related to the Miko Service or your account. Please contact support@miko.ai for all other inquiries.