

Terms of Service

These Terms of Service (the “**Agreement**”) by and between Med Melanin Inc. and all its affiliates (together, “**Company**”, “**us**”, “**we**”, and “**our**”) and you, the individual or entity (“**you**”, “**your**”, and “**User**”) governs your use of our website application, accessible at <https://www.medmelanin.com/>, and all pages, templates, products, tools, information, protocols, software, and content located therein (the “**Service**”). PLEASE READ THIS AGREEMENT CAREFULLY.

By using the Service, you agree to be bound by this Agreement.

You must read, agree with and accept all of the terms and conditions contained or expressly referred to in this Agreement, before you may sign up or use the Service.

You are advised to revisit the Agreement, and all its components, periodically to familiarize itself with any changes to the terms and conditions therein.

Communications

By creating an Account (as defined below) on our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at admin@medmelanin.com.

Purchases

Commercial Agreement Agreement

Additional terms and conditions that apply to your purchase of any product or service made available through the Service shall be governed by a separate commercial agreement by and between the Company and you (“**Commercial Agreement**”). The Commercial Agreement shall apply in addition to this Agreement. In the event of a conflict between this Agreement and the Commercial Agreement, the Commercial Agreement shall supersede this Agreement.

Standard Agreement

If you wish to purchase any product or service made available through Service (“**Purchase**”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

We may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

Fees

Subscription Fees

Some parts of the Service may be billed on a subscription basis ("**Subscription(s)**"), for which you may be obligated to pay a fee ("**Subscription Fee(s)**"). You will be billed the applicable Subscription Fee in advance on a recurring and periodic basis ("**Billing Cycle**"). Billing Cycles are set on a monthly or annual basis, depending on the type of plan, and the corresponding Subscription Fee, you select when purchasing the corresponding part of the Service. You acknowledge that all of the required information and details regarding your Subscription and specifically the Subscription Fee were received and reviewed by you.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or we cancel it. You may cancel your Subscription renewal either through your online account management page or by contacting our customer support team at support@medmelanin.com.

Consumption Fees

Some parts of the Service may be billed on a consumption basis, for which you may be obligated to pay a fee ("**Consumption Fee(s)**"). The Consumption Fee(s) shall be billed to you on a monthly, or annual basis, pursuant to the standard billing practices of the Company, at its sole and absolute discretion ("**Billing Cycle**"). The Consumption Fee will be calculated based on the pricing outlined at <https://www.medmelanin.com/> and as communicated to you and a consumption report that will be provided to you at the end of each Billing Cycle. You will be billed the applicable Consumption Fee in arrears on a recurring and periodic basis, pursuant to the Billing Cycle.

One-Time Fees

Some parts of the Service may be billed on a one-time basis ("**One-Time Fee**"). The One-Time Fee shall be as outlined and accessible at <https://www.medmelanin.com/> and/or as communicated to you. You will be required to pay the One-Time Fee prior to the use of the corresponding part of the Service.

Payment Method

A valid payment method, including credit card, debit card, or PayPal, is required to process all fees mentioned herein, unless otherwise permitted by the Company. You shall provide us with accurate and complete billing information including, as applicable, full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize us to charge all fees outlined in this section incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, we will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Fee Changes

We, in our sole discretion and at any time, may modify any of the fees mentioned herein (including but not limited to Subscription Fees) (any of which being a “**Fee Change**”). Any Fee Change will become effective at the end of the then-current Billing Cycle.

We will provide you with a reasonable prior notice of any Fee Change to give you an opportunity to terminate your usage before such Fee Change becomes effective.

Your continued use of Service after a Fee Change comes into effect constitutes your agreement to pay the modified fee amount.

Refunds

Except when required by law, all fees mentioned herein are non-refundable.

Intellectual Property

Company Content

Any proprietary and intellectual property rights in and to the Services, including any content thereon, such as logos, videos, text, information, graphics, icons, images, as well as the selection, assembly and arrangement thereof and related materials, Company’s trademarks, trade names, copyrightable materials, designs, “look and feel,” all whether or not registered and/or capable of being registered (“**Content**”), are the property of Company and/or its licensors and are subject to copyright and other intellectual property rights under applicable laws. You acknowledge and agree that you have no right, license, or authorization with respect to the Services or any of the technology underlying the Services except as expressly set forth in this Agreement. Nothing in this Agreement gives you the right to use Content without the Company’s prior written consent.

If, through the intended use of the Services, at the sole and absolute discretion of the Company, you download or otherwise receive access to Content you acknowledge and agree that your use of the Content shall be in accordance with this Agreement and the applicable terms of use or user agreement of the licensor of the Company which licensed that particular Content to the Company. Please familiarize yourself regularly with the terms of use or user agreements with the relevant licensors of the Company.

You shall not, nor shall you permit any person and/or third-party to: (1) attempt to modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services, Content (as defined below), or the source code, object code, underlying structure, ideas, know-how, software, algorithm, documentation, data related to the Services (“**Software**”) except to the extent that enforcement is prohibited by applicable law notwithstanding a contractual provision to the contrary; (2) make the Services (or any derivative work thereof) available to, or use the Services (or any derivative thereof) for the benefit of anyone other than you, (3) sell, resell, license, sublicense, distribute, rent, or lease any Service to any third-party, or include any Service (or any derivative thereof) in a bureau, time-sharing, or equivalent offering, (4) publicly disseminate or disclose information from any source regarding the performance of the Services, (5) attempt to create a substitute or similar service through use of, or access to, the Services, (6) circumvent any user limits or other timing or use restrictions that are built into the Services; (7) remove any Content (as defined below) or other proprietary notices, labels, or marks from the Services; and/or (8) frame or mirror any content forming part of the Services. Notwithstanding anything to the contrary, you accept and assume all responsibility for complying with all applicable laws and regulations in connection with all of your activities involving any Services, or part thereof.

User Content

Our Service may allow you to post, link, store, share and otherwise make available certain information, data, numbers, text, graphics, videos, or other material (“**User Content**”). You are responsible for User Content that you post on or through Service, including its legality, reliability, and appropriateness.

By posting User Content on or through Service, You represent and warrant that: (i) the User Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in this Agreement, and (ii) that the posting of User Content on or through Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any User Content you submit, post or display on or through Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for User Content you or any third party posts on or through Service. However, by posting User Content and using the Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such User Content and the user behavior, transactions, interactions, habits, usage, and any other information that we

may collect from time to time on and through Service (together with User Content, “**User Data**”), provided that it is reasonably anonymized at our sole and absolute discretion. For clarity, you acknowledge that the Company shall be permitted to use User Data for the purpose of training, improving, developing, and/or testing, in whole or in part, machine learning models, neural networks, generative models, predictive models, artificial intelligence algorithms, large-language model (each and together, an “**AI Model**”), and/or any prompts or instructions provided to any such AI Model, whether such AI Model is or has been developed by the Company or any third party, to improve or enhance the quality of the Services, or otherwise at our sole and absolute discretion.

We have the right but not the obligation to monitor and edit all User Content provided by users.

Prohibited Uses

You may use Service only for lawful purposes and in accordance with the Agreement. You agree not to use the Service:

- In any way that violates any applicable national or international law or regulation.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate us, our employee(s), another user, or any other person or entity.
- In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of Service, or which, as determined by us, may harm or offend us or users of the Service or expose them to liability.

Additionally, you agree not to:

- Use the Service in any manner that could disable, overburden, damage, or impair the Service or interfere with any other party’s use of the Service, including their ability to engage in real time activities through Service.
- Use any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including monitoring or copying any of the material on the Service.
- Use any manual process to monitor or copy any of the material on the Service or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of Service.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.

- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer, or database connected to the Service.
- Attack the Service via a denial-of-service attack or a distributed denial-of-service attack.
- Take any action that may damage or falsify our rating.
- Use any downloaded data, information, or content to train, improve, develop, or test an AI Model.
- Otherwise attempt to interfere with the proper working of the Service.

Analytics

We monitor and analyze the use of our Service using third-party providers.

Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole and absolute discretion.

Error Reporting and Feedback

You may provide us directly at admin@medmelanin.com with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service ("**Feedback**"). You acknowledge and agree that: (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) Company may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from you or any third party; and (iv) Company is not under any obligation of confidentiality with respect to the Feedback. In

the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant Company and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) Feedback in any manner and for any purpose.

Links To Other Websites

Our Service may contain links to third party websites or services that are not owned or controlled by us.

We have no control over, and assume no responsibility for the Content, privacy policies, or practices of any third party websites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

YOU ACKNOWLEDGE AND AGREE THAT WE SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD PARTY WEBSITES OR SERVICES.

WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD PARTY WEBSITES OR SERVICES THAT YOU VISIT.

Important Disclaimers and Notices

- NONE OF THE INFORMATION, SERVICE, OR MATERIALS OFFERED BY THE SERVICE CONSTITUTE AND ARE NOT INTENDED TO CONSTITUTE ADVICE OF ANY KIND AND YOU SHOULD NOT ACT OR REFRAIN FROM ACTING BASED ON ANY INFORMATION, SERVICE OR MATERIALS PROVIDED IN THE SERVICE. ALL CONTENT ON THE SERVICE IS INFORMATION OF A GENERAL NATURE AND DOES NOT ADDRESS THE UNIQUE CIRCUMSTANCES OF ANY PARTICULAR USER. YOU ARE STRONGLY URGED TO CONSULT WITH YOUR OWN ADVISORS AS TO ALL QUESTIONS YOU MAY HAVE.
- You assume all risks and all costs associated with your use of the Service, including, without limitation, any internet access fees, banking fees, transaction fees, back-up expenses, costs incurred for the user of your device and peripherals, and any damage to any equipment, software, information or data.
- You are responsible for configuring your own information technology, computer programs and platform in order to access the Service. You should use your own virus protection software.
- The U.S. Department of the Treasury, through the Office of Foreign Assets Control (the “**OFAC**”), prohibits U.S. companies from engaging in all or certain commercial activities with certain sanctioned countries (each a “**US Sanctioned Country**”) and certain

individuals, organizations or entities, including without limitation, certain specially designated nationals (each a “**US SDN**”) listed by the OFAC. If you use the Service, you expressly represent that you are not located in a US Sanctioned Country and are not listed as an US SDN. If we determine that the Service is being used by prohibited persons, it will take any and all actions to terminate your access to the Service.

- The Government of Canada prohibits Canadian companies from engaging in all or certain commercial activities with certain sanctioned countries (each a “**Canadian Sanctioned Country**”) and certain individuals, organizations or entities, including without limitation certain specially designated nationals (each a “**Canadian SDN**”) listed in the Consolidated Canadian Autonomous Sanctions List (accessible via this link: https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/consolidated-consolide.aspx?lang=eng#dataset-filter). If you use the Service, you expressly represent that you are not located in a Canadian Sanctioned Country and are not listed as a Canadian SDN. If we determine that the Service is being used by prohibited persons, it will take any and all actions to terminate your access to the Service.

Disclaimer Of Warranty

THESE SERVICES ARE PROVIDED BY US ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THEIR SERVICES, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THESE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK.

NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

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

Limitation Of Liability

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, PROVINCIAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF WE HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF THE COMPANY, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES DURING THE 30 DAYS PRIOR TO THE NOTICE OF CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Indemnification

You agree to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, agents, licensors, and suppliers from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your account) violation of these Terms of Service or any applicable law, regulation, or the rights of any third party. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you agree to cooperate with the Company's defense of these claims.

Release

Accordingly, you expressly agree that you and all users assume all risks in connection with their respective access and use of the Service and all parts thereof; and, you expressly release the Company, its directors, officers, employees, and agents (the "**Releasees**") from, and hold them harmless from and against, any and all liability, claims, causes of action, losses, expenses, or damages (whether arising in law or equity, including but not limited to special, consequential, indirect, punitive, and exemplary damages, and including but not limited to economic loss,

business disruption, and/or attorney's fees) arising from or in any way related to the Service or any part thereof. You expressly waive all such claims against the Releasees.

Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Agreement.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Changes To Service

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

Amendments

We may amend this Agreement, without notice to you, at any time by posting the amended terms on or within the Services. It is your responsibility to review this Agreement periodically.

Your continued use of the Service following the posting of a revised Agreement means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Service.

Waiver And Severability

No waiver by us of any term or condition set forth in the Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of us to assert a right or provision under the Agreement shall not constitute a waiver of such right or provision.

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

Assignment

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety, without your consent, to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its business, shares, or assets. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

Acknowledgement

BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY THEM.

Independent Legal Advice

You acknowledge and confirm that prior to executing this Agreement, the Company requested that you obtain independent legal advice with respect to the rights, obligations, disclaimers, and notices herein. You confirm and agree that: (1) you have executed this Agreement under their own volition and without any duress whatsoever from the Company or any other person or entity; and (2) if you did not obtain independent legal advice prior to executing this Agreement, you will not in any proceeding relating to the enforcement of rights and obligations under this Agreement raise that as a defense or otherwise.

Force Majeure

Neither party shall be responsible for its failure to perform its obligations under this Agreement to the extent due to unforeseen circumstances or causes beyond its control, including but not limited to acts of God, wars, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, or strikes, epidemics, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within a party's possession or reasonable control, provided that such party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.

Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario, and/or the federal laws of Canada as applicable therein, without regard to its conflict of law provisions.

Dispute Resolution

The parties hereto shall initially attempt to resolve all claims, disputes or controversies arising under, out of or in connection with this Agreement by conducting good faith negotiations amongst themselves. If the parties hereto are unable to resolve the matter following good faith negotiations, the parties shall hereby irrevocably and unconditionally submit to the jurisdiction of the court in the city and province of the registered office of the Company.