

LEMNISKIA PLATFORM TERMS OF USE

Welcome to the Lemniskia Platform. This “Terms of Use” document is offered by Lemniskia LLC USA and its affiliates including but not limited to Drove and Pace India Pvt Ltd. Lemniskia De México, Sociedad De Responsabilidad Limitada De Capital Variable. Here onwards collectively termed as Lemniskia. By using the services offered at Lemniskia.com and its affiliated applications and mobile sites (the “Lemniskia Platform”), You accept and agree to the following Terms of Use. The Terms of Use is a binding contract between You and Lemniskia regarding your use of the Lemniskia Platform.

You(user) hereby acknowledges that they am at least 18 years of age to use the Lemniskia platform. Our commitment to providing a platform for healthcare advice and treatment information is unwavering, and we value the trust you place in our services. It is important to clarify that Lemniskia, serves as a conduit for connecting users with other users and healthcare professionals, including doctors, therapists, consultants, vendors and various experts. While we strive to ensure the highest level of service quality, it is crucial to acknowledge that we are not responsible in any manner for the advice, diagnosis, or treatment provided by these professionals. They operate as independent entities, and their actions are governed by their own ethical and legal obligations. We do not endorse, validate, or guarantee the accuracy, effectiveness, or appropriateness of any guidance or treatment they offer. Consequently, users must exercise their judgment and discretion when engaging with healthcare professionals on our platform, understanding that any decisions and actions they take are their own responsibility. We do not replace the traditional patient-doctor relationship, and our platform should not be considered a substitute for professional medical advice, diagnosis, or treatment. By using our platform, users agree to absolve Lemniskia and its affiliates of any liability or responsibility for the outcomes of their interactions with healthcare professionals, as well as any consequences that may arise from the advice or treatment received. In summary, Lemniskia acts as a facilitator for connecting users with healthcare professionals, but it does not take responsibility for the advice or treatment offered by these professionals. This policy underscores our commitment to maintaining transparency and ensuring that our users are well-informed about the limitations of our platform.

1. PRIVACY AND DATA PROTECTION

- A. Privacy Notice.** Please review our Privacy Notice, which also governs your use of the Lemniskia Platform and which indicates how Lemniskia Platform collects and protects data and information provided by Users.

2. ELECTRONIC COMMUNICATIONS

A. Legal Satisfaction. When you use the Lemniska Platform or send e-mails to Lemniska, you are communicating with us electronically.

B. Consent. By communicating with us, you consent to receive communications from us electronically via the contact information You provide. We will communicate with you by e-mail or by posting notices on the Lemniska Platform. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

3. COPYRIGHT

A. Copyright protection. Unless otherwise noted, all content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of the Lemniska Platform and/or its owners, and protected by United States and international copyright laws. The compilation of all content on this site is the exclusive property of Lemniska Platform and/or its owners and protected by U.S. and international copyright laws. All software used on this site is the property of Lemniska Platform, its owners, and/or its software suppliers and protected by United States and international copyright laws.

4. TRADEMARKS

A. Protected Marks. Lemniska, , and, unless otherwise noted, other marks used on our site are trademarks of Lemniska Platform and/or its owners, registered or otherwise protectable, in the United States and other countries.

B. Protected Graphics. All Lemniska Platform graphics, logos, page headers, button icons, scripts, and service names are trademarks or trade dress of Lemniska Platform and/or its owners. Lemniska Platform and/or its owners' trademarks and trade dress may not be used in connection with any product or service that is not the Lemniska Platform in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits Lemniska Platform. All other trademarks not owned by Lemniska Platform and/or its owners or its affiliates that appear on the Lemniska Platform are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by the Lemniska Platform.

5. LICENSE AND SITE ACCESS

A. General. Lemniska Platform grants you a non-exclusive, limited and revocable license to use the Lemniska Platform for personal or professional purposes, as the case may be during the subsistence of your particular account with the Lemniska Platform, as set forth in these Terms of Use and the Lemniska Platform's Privacy Notice.

B. No reproduction. The Lemniska Platform may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose, in whole or in part, without express written consent of Lemniska Platform.

C. No framing. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Lemniska Platform without express written consent.

D. Metatags. You may not use any metatags or any other “hidden text” utilizing any Lemniska Platform name or trademark without the express written consent of Lemniska Platform. Any unauthorized use terminates the permission or license granted by Lemniska Platform.

6. THE LEMNISKA PLATFORM

A. Account Types. The Lemniska Platform offers Regular User, Registered User, and Vendor accounts (collectively referred to as “User”). Unless otherwise specified, the Terms of Use apply to each type of account.

1. Users and Registered Users. Users and Registered Users can create a socially visible profile and share pictures, comments, videos and other forms of data with other users as per their own discretion. Users can search for practitioners, experts, professionals, organizations, and/or vendors (“Providers”) from various fields. The Lemniska Platform search results are based on most available or most accepting expert. Advice and consultations provided using the Lemniska Platform are not final and subject to change in case of a physical examination or actual realization of services.

2. Providers. Lemniska Platform Providers must be prompt or else risk replacement by the Lemniska Platform. Experts may discontinue a consultation if the consultation is beyond his/her area of expertise, but only with prior written consent of Lemniska Platform. Experts shall comply with the online time slot. Lemniska Platform can show an expert available for consultation at any time. Providers shall be liable for all account related information furnished for payment through an online payment gateway. Providers are also responsible for the accuracy of information provided and agree to indemnify losses, if any, incurred by the Lemniska Platform due to their services.

3. Termination of Access. The Lemniska Platform holds the exclusive right to temporarily or permanently suspend a user account if Lemniska Platform has reason to believe that the information published by the User with regard to its expertise or any other material information is wrong, misleading, or fraudulent. Lemniska Platform further has the right to temporarily or permanently suspend a user account for any violation of these Terms of Use, violation of Lemniska Platform’s Privacy Notice, violation of any law or regulation, inappropriate conduct, provision of false or inaccurate information, or any other reason not prohibited by law.

4. Providers are solely and completely responsible for providing accurate information about their qualifications, degree, license type, fees and areas of expertise. Provider is responsible for the authenticity of the Information provided on their Profile.

B. Subscription Services. Certain Lemniska Platform services may be available on a subscription basis (“Subscription”). To become a Registered User, you may be required to provide certain personal information to the Lemniska Platform and may be required to make payments (“Subscription Fee”) as per the applicable membership plan through a debit card, credit card or other payment gateways (“Payment Method(s)”). The Lemniska Platform reserves the right to use third party payment gateways to process and facilitate the payment of your subscription fee. The Lemniska Platform may offer different kinds of subscription plans with different limitations and restrictions. The cost of each of these subscription plans may vary and shall be subject to change at the sole discretion of the Lemniska Platform. Lemniska Platform shall have complete and sole discretion to make certain services available to you on more than one end user compatible system concurrently.

Payments and Refunds. Lemniska Platform will start billing as per your selected payment method for the subscription plan selected by you through the third-party payment gateway. The cancellation of any Subscription (paid or free), if any, shall be at the sole discretion of Lemniska Platform. You agree that your subscription to the Lemniska Platform shall automatically renew after the expiration of the subscription period and you will be charged (in case you having paid the subscription), until and unless you voluntarily and expressly communicate your request for cancellation of the subscription in writing at least three weeks prior to renewal. No refunds for Subscription payments will be issued after automatic renewal at the time of expiration and you shall be liable to make the payment for the renewal. If your selected payment method is no longer available or your payment method fails for whatever reason, you will be responsible and liable for any uncollected amounts and Lemniska Platform reserves the right to terminate the Subscription offered to you. The subscription fees billed are non-refundable irrespective of whether the subscription has been used by the User, Registered User or Vendor. You also understand and acknowledge that Lemniska Platform services only facilitate third-party payment gateway for processing of the payments. This facility is managed by the third-party payment gateway provider and you are required to follow all the terms and conditions of such third-party payment gateway provider for making the said payment(s). You are responsible for and warrant the accuracy and authenticity of the information provided by you, including the bank account number/credit card details and the like. You agree and acknowledge that Lemniska Platform shall not be liable and in no way be held responsible for any losses whatsoever, whether direct, indirect, incidental or consequential, including without limitation any losses due to delay in processing of payment instruction or any credit card fraud or any other reason. Lemniska Platform reserves the right to change, terminate or otherwise amend the Subscription plans and Subscription Fees at its sole discretion and at any time. Such amendments shall be effective upon communication to User via the Lemniska Platform and your continued use of the Lemniska Platform and any applicable Subscriptions. The Lemniska usually processes refunds for appointments within 3–5 working days.

- C. Description of Services.** The Lemniska Platform provides the following services (“Services”) for Users: (i) providing a means for medical practitioners, healthcare providers, Wellness, Fitness, Nutrition & lifestyle experts, beauticians and cosmetic personnel to enlist themselves or their companies/firms/organization(s) on the Lemniska Platform to advertise and promote their services and products to website/app users, registered members and/or other vendors; (ii) 6 facilitating the creation and maintaining of a health related searching database for a medical practitioner by area of specialty etc. and to seek paid and/or unpaid appointment(s)/consultation(s); (iii) allowing Users to create personal User profiles using their 7 personal information and photos to showcasing their expertise making the User amenable to requests/proposals from prospective clients/advertisers and other users, registered members and vendors for getting professional work on a paid or unpaid basis.
- D. Recording Communications.** In case any expert (medical practitioner, wellness, lifestyle expert, etc.) is contacted through the Lemniska Platform, Lemniska Platform reserves the right to record such communication for furthering the Lemniska Platform services.
- E. Listing and disseminating practitioner(s)/expert(s) related content and information.** It is solely the responsibility of the User to ensure the authenticity of all information furnished by the User with regard to using the Lemniska Platform. The Lemniska Platform may, but is not obligated to, provide details about the practitioners, experts, professionals. The provision of said details by the Lemniska Platform does not represent any fixed, objective ranking or endorsement being made by the Lemniska Platform. The listing order of experts, people, and organizations when searched for using the Lemniska Platform shall be subject to change with time.

- F. Partner Policy.** The Lemniska Platform may link to other websites or partner's pages. These links do not mean that the Lemniska Platform endorses any third-party website or page. Users are advised that any usage of links to third party sites or material is conducted at the User's own risk. The Lemniska Platform shall not be liable for any loss or damages in this regard.
- G. User Interactions.** The Lemniska Platform is not responsible for any damages or disputes arising between Lemniska Platform Users with regard to any claim of incorrect/incomplete services offered, inappropriate procedure followed, level of services, unfair trade practices or deficiency of services, etc. Under no circumstances whatsoever shall the Lemniska Platform or its owner be held liable for any damages whatsoever, by its Users, as it is only a platform to assist its Users to meet other Users and in no way vouches for the representations, authenticity, quality, services, etc. Users act voluntarily at their discretion to act upon the said representations of the other Users.
- H. Review and Feedback.** Feedback regarding the dissatisfaction of services provided by a Lemniska Platform User can be made to the Lemniska Platform. However, acceptance of the feedback by the Lemniska Platform does not obligate the Lemniska Platform to act on such feedback. Lemniska Platform reserves the right to act, at its sole discretion, on such feedback in order to improve the Lemniska Platform. The Lemniska Platform, at its sole discretion, may choose not to publish reviews and feedback.
- I. No Emergency Health Care.** The Lemniska Platform allows Users to find expert opinions and services. The Lemniska Platform is not to be used in case of any medical emergency.
- J. Removal of Material.** The Lemniska Platform shall have the right but not the obligation, to monitor User material and restrict or remove User material and content that Lemniska Platform considers, in its sole discretion, to be inappropriate or inaccurate. The Lemniska Platform reserves the right to investigate and take appropriate legal action against anyone who, in Lemniska Platform's sole discretion, violates these Terms of Use, including but not limited to, terminating their account, terminate, suspend, limit, or use of the Lemniska Platform and/or reporting such User material, conduct, or activity, to law enforcement authorities, in addition to any other available remedies under law or equity.
- K.** Lemniska has the right to remove or delete the account from the portal anytime.
- L.** Gift card feature is only applicable to the selective regions only and any such promotions can be paused or discontinued by Lemniska without any prior notice to users.
- M. Review and Ratings.** Any star rating or reviews you post or share on Lemniska are exclusively and without exception for Lemniska's use. By posting a review you are transferring exclusive rights to Lemniska to use , publish, display, modify, edit, delete , block or translate your reviews and ratings.
- N. AI Buddy.** Use of Artificial Intelligence— Lemniska artificial intelligence or AI Buddy is a tool for information purposes only, it can make mistakes and is NOT designed to diagnose, treat or prevent any disease or health problems. Always consult a qualified medical professional.

7. LEMNISKA HEALTHY MEDIA

Lemniska is a platform that connects people with each other and with various services, providers and vendors. Our platform is free for our users unless you choose to opt for paid subscription. Using Lemniska is not a right but a privilege. By using Lemniska you agree that we can use your personal data and show you ads and promotions which match or are relevant to your interests. Lemniska does not sell your personal information. Advertisers determine their target audience and Lemniska matches them. Lemniska does not guarantee or claim this matching will always be accurate and correct. By using Lemniska and agreeing to its terms of use, you hereby agree to use the Lemniska platform in accordance with your local, state and federal laws and rules. Lemniska does not make this determination for you, and it is entirely your responsibility to ensure that content you share, post or forward on Lemniska platform is in accordance with your local laws. You hereby indemnify Lemniska LLC, in case of any infringement of law by your action. Lemniska stands firmly with free speech, and it does not condone any behavior on its platform which is not in accordance with local laws of that geographic area. You are requested to use your best judgment while using Lemniska and refrain from any content that promotes or encourages violence, hatred, racism, crime and illegal activities. Users retain their full ownership of any content that is protected by intellectual property laws. By sharing your photos, videos, comments on Lemniska you do hereby grant Lemniska a permission to use that content for product improvement, development, promotional activities and creation of ads. By using Lemniska you hereby grant it a royalty-free, transferrable, non-exclusive permission to use your content around the world for activities like storing, displaying, hosting, running, distributing, modifying, displaying publicly, modifying and translating the content as needed by Lemniska, LLC.

8. USER REPRESENTATIONS.

A. By using the Lemniska Platform:

1. You confirm and warrant that all the data and information supplied by you when you register and provided by you to Lemniska Platform and its affiliates, is true, current, complete and accurate in all respects and you agree to update your information as necessary to maintain its truth and accuracy.
2. You agree that the account/profile created by you at Lemniska Platform is for your own purpose and pertains to you, as Lemniska Platform prohibits creation of any account at its platform for anyone else other than yourself.
3. You acknowledge, consent and agree that the Lemniska Platform may access, preserve, transfer and disclose your account information and/or User Material subject to the Privacy Notice, if required to be done by law to cooperate with mandated government and law enforcement agencies.
4. You agree that Lemniska Platform has the right to temporarily suspend access to the whole or any part of the Lemniska Platform for any technical/operational reason and shall be under no liability to you in such an event. Lemniska Platform may, but shall not be obliged to, give you as much notice of any interruption of access to the Lemniska Platform as is reasonably practicable. Lemniska Platform will restore access to the Services as soon as reasonably practicable after temporary suspension.
5. You agree that Lemniska Platform shall be under no liability whatsoever to you in the event of non-availability of Lemniska Platform Services or any portion thereof occasioned by Act of God, war, disease, revolution, riot, civil commotion, strike,

lockout, flood, fire, satellite failure, failure of any public utility, man-made disaster, satellite or technical failure or any other cause whatsoever beyond the control of Lemniska Platform.

6. You acknowledge and agree not to either directly or through the use of any device, software, internet-site, web-based service, or other means remove, alter, bypass, avoid, interfere with, violate, or circumvent any patent, trade secret, copyright, trademark, or other proprietary notice on the Lemniska Platform.

7. You agree not to either directly or through the use of any device, software, internet site, web-based service, or other means copy, download, capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, transmit or retransmit any information, data, and/or content, or create any work or material that is derived from or based on the said information, data, and/or content. This prohibition applies regardless of whether such derivative works or materials are sold, bartered, or givenaway.

8. You agree that You will not misuse the data, information and content and/or other user material you access and view on the Lemniska Platform, including without limitation, download/store the Content by illegal/non-permitted means. Unless otherwise specified in these Terms of Use, you further agree that You will not copy/record/edit/modify any of the data, information and content you access and view on the Lemniska Platform.

9. You agree that you shall be responsible for any activity that occurs through your account and that Lemniska Platform shall not be considered the source of Your content and/or liable 12 for such content in any way.

10. You agree you will not sell, transfer, license or assign your account, username, or any account rights to any other person or company etc. However, the same is not applicable to people or businesses that are expressly authorized to create accounts on behalf of their employers or clients.

11. Except as provided in these Terms of Use, you are not authorized to copy, download, stream capture, reproduce, duplicate, archive, upload, modify, translate, publish, broadcast, transmit, retransmit, distribute, perform, display, sell, frame or deep-link, make available, or otherwise use any information, data and content contained in the Lemniska Platform.

12. You are responsible for the security and proper use of your unique user ID, password, and any other account information that you enter while registering on Lemniska Platform and must take all necessary steps to ensure that they are kept confidential, used properly, and not disclosed to unauthorized people.

13. You agree that your use of the Lemniska Platform and the data, information and content may give you the opportunity to view, publish, transmit, submit posts and/or comment in accordance with these Terms and Conditions.

14. You agree that you shall never hold Lemniska Platform liable for any infringement of copyright, trademark or any intellectual property right or for breach of any personal information. Furthermore, with regards thereto no claim whatsoever of any User, Registered User or Vendor shall lie against Lemniska Platform. Under no circumstances shall Lemniska Platform be held liable for the same.

15. Lemniska has the feature from where user can delete or deactivate the account here are the steps to do the same

- login with credentials (user will be navigated or landed to healthy media page)
- navigate to setting (From the drop down)
- under general settings user can see Deactivate

account Delete account

B. You further agree not to use the Lemniska Platform to:

1. Post, upload or otherwise transmit or link to data, information and content that is: unlawful; threatening; abusive; obscene; vulgar; sexually explicit; pornographic or containing nudity; offensive; excessively violent; invasive of another's right to privacy or publicity; tortious; false or misleading; defamatory; libelous; hateful; ordiscriminatory;
2. Defame, stalk, bully, abuse, threaten, impersonate, intimidate, harass or harm another person(s) or entities;
3. Post private or confidential information, including your or any other person's, credit card, non-public phone numbers, and/or non-public email addresses;
4. Exploit or endanger a minor;
5. Impersonate or attempt to impersonate any person or entity;
6. Violate any intellectual property rights belonging to Lemniska Platform or others including but not limited to patent, trademark, trade secret, copyright, privacy, publicity or other proprietary right;
7. Attempt to decipher, decompile, disassemble or reverse engineer any of the software, applications and/or any element comprising the Lemniska Platform;
8. Introduce or engage in activity that involves the use of viruses, software disabling codes, bots, worms, or any other computer code, files or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment or otherwise permit the unauthorized use of or access to a computer or a computer network;
9. Interfere with, damage, disable, disrupt, impair, create an undue burden on, or gain unauthorized access to the Lemniska Platform, including Lemniska Platform's servers, networks or accounts of other Lemniska Platform users;
10. Cover, remove, disable, manipulate, block or obscure advertisements on the Lemniska Platform;
11. Delete or revise any information provided by, or pertaining to, any other person;
12. Use technology or automated system such as scripts, spiders, offline readers or bots in order to collect or disseminate usernames, passwords, email addresses or other data

- from the Lemniska Platform or to circumvent, delete, deactivate, decompile, reverse engineer, disassemble or modify any Lemniska Platform security technology or software;
13. Send or cause to send (directly or indirectly) unsolicited bulk messages or other unsolicited bulk communications of any kind through the Lemniska Platform;
 14. Solicit, collect, or request personal information for commercial or unlawful purposes from the Lemniska Platform and any persons using the Lemniska Platform;
 15. Post, upload or otherwise transmit an image or video of another person without that person's consent;
 16. Use the Lemniska Platform for any illegal or unauthorized purposes;
 17. Use technology or other means to access, index, frame, or link to any other site that is not authorized by Lemniska Platform;
 18. Use the Lemniska Platform to advertise or promote competing services;
 19. Use the Lemniska Platform in a manner inconsistent with any and all applicable law(s);
 20. Restrict another person from validly using the Lemniska Platform;
 21. Encourage or facilitate a third party to violate the Lemniska Platform Terms of Use.

9. USE BY MINORS

Unless otherwise specified, the Lemniska Platform is available for individuals who have attained the age of majority in their jurisdiction; in general, this service is for the Users, who are 18 years or older. If you are under the relevant age of majority in your jurisdiction, you may only access the Lemniska Platform in accordance with applicable law which enables a minor in your jurisdiction to access such a service. However, any registration made to access the Lemniska Platform Services may be done for a minor, but the same can only be done by his/her guardian/natural guardian(s), who have attained the age of majority and who is/are duly authorized in law to act on and behalf of 18 such a minor(s), as it shall be deemed that the same is being done under proper supervision. Even in such cases, both the guardian(s) and the minor must comply with these terms of use and any breach of these terms as an instance of breach shall be deemed to be an act of breach by the said guardian(s).

10. APPLICABLE LAW

A. Governing Law. By visiting the Lemniska Platform, you agree that the laws of the state of Texas, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and the owner of Lemniska Platform and/or its affiliates.

11. DISPUTES

A. Arbitration and Venue. Any dispute relating in any way to your visit to the Lemniska Platform and its corresponding services shall be submitted to confidential arbitration in Mission, Hidalgo County, Texas, except that, to the extent you have in any manner violated or threatened to violate Lemniska Platform intellectual property rights, the Lemniska Platform owner may seek injunctive or other appropriate relief in any state or federal court in the state of Texas, and

you consent to exclusive jurisdiction and venue in such courts, including courts in Hidalgo County, Texas. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association.

B. Finality of Arbitration. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

12. MODIFICATION

A. Modification. Lemniska Platform reserves the right to modify the services provided by the Lemniska Platform and any corresponding description of said services. Lemniska Platform further reserves the right to modify these Terms of Use and any other policies applicable to your use of the Lemniska Platform.

13. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE LEMNISKIA PLATFORM IS PROVIDED BY Lemniska, LLC ON AN "AS IS" AND "AS AVAILABLE" BASIS. Lemniska, LLC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE LEMNISKIA PLATFORM OR THE INFORMATION, CONTENT, MATERIALS, OR SERVICES INCLUDED ON THE PLATFORM. YOU EXPRESSLY AGREE THAT YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, Lemniska, LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Lemniska, LLC. DOES NOT WARRANT THAT THIS PLATFORM, ITS SERVERS, OR E-MAILS SENT FROM THE PLATFORM ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. Lemniska, LLC. WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE LEMNISKIA PLATFORM, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

14. INDEMNIFICATION

User agrees to defend, indemnify, and hold harmless Lemniska, LLC, its affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

(i) User's use of and access to the Lemniska Platform and corresponding services; (ii) User's violation of any term of these Terms of Use; (iii) User's violation of any third party right, including without limitation any publicity, privacy, or intellectual property right; (iv) User's breach of any applicable laws; and (v) Any unauthorized, improper, illegal or wrongful use of User's account by any person, including a third party, whether or not authorized or permitted by User.