

LILY AI TERMS OF SERVICE

Last Updated: May 06, 2022

Welcome, and thank you for your interest in OneLook Inc. d/b/a (“Lily AI,” “we,” “our” or “us”) and our website at www.lily.ai, along with our related websites (collectively, the “Website”). These Terms of Service (“Terms”) are a legally binding contract between you and Lily AI regarding your use of the Website. We designed and maintain the Website as a means of providing information regarding our company and various products and services that we sell or provide. As used on the Website, the terms “you” and “your” means any person who views, accesses, uses, or obtains information from the Website, who obtains information by monitoring activity to and from the Website or who makes a purchase on this Website.

You may print a copy of these Terms by clicking [here](#). If you have a disability, you may access these Terms in an alternative format by contacting [us](#).

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE WEBSITE. BY ACCESSING OR USING THE WEBSITE, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND, AND, AS A CONDITION TO YOUR USE OF THE WEBSITE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING LILY’S PRIVACY POLICY LOCATED AT <https://www.lily.ai/privacy-policy/>. (TOGETHER, THESE “TERMS”). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DON’T HAVE OUR PERMISSION TO USE THE WEBSITE. YOUR USE OF THE WEBSITE CONSTITUTES AN AGREEMENT BY LILY AND BY YOU TO BE BOUND BY THESE TERMS. These Terms are effective beginning when you accept the Terms or first access or use the Website.

We reserve the right, in our sole discretion, to update, modify, change or replace any portion of these Terms at any time. We will notify you of such changes via a prominent posting on the Website.

ARBITRATION NOTICE AND CLASS ACTION WAIVER: Except for certain kinds of disputes described in Section 14 (Dispute Resolution), you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND LILY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION, CLASS-WIDE ARBITRATION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury (see Section 14). PLEASE REVIEW THE DISPUTES SECTION CAREFULLY; BY USING THE WEBSITE, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THESE TERMS.

1. PRIVACY

Your use of the Website, and the use of any information collected by us through your use of the Website is subject to our privacy policy located at <https://www.lily.ai/privacy-policy/> which is incorporated as part of these Terms.

2. ELIGIBILITY

You must be at least 18 years old to use the Website. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old or over (old enough to form a binding contract in the jurisdiction in which you reside); and (b) you have not previously been suspended or removed from the Website. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

3. RESTRICTIONS

You will access and use the Website solely for your personal purposes. You will not post, publish, reproduce, transmit, distribute or otherwise view, use or exploit the Website or any content found on the Website ("Content") in a manner that: (1) is inconsistent with these Terms; (2) violates any applicable international, federal, state or local law, rule, regulation or order, or (3) could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You acknowledge and agree that the Website and the Content includes subject matter that is owned by us or other third parties and is protected under copyright, trademark and other intellectual property laws. Unauthorized use of the Website or the Content may violate such intellectual property laws or other laws relating to privacy and publicity. The violation of such laws may give rise to civil and/or criminal penalties.

You agree that you will not interrupt or attempt to interrupt the operation of this Website in any way. You will not interfere with or circumvent any feature of the Website, including any security or access control mechanism. You will not impersonate any person or entity, or misrepresent your affiliation with a person or entity, or misrepresent the origin of any information that you provide to us. You agree that your use of the Website will at all times be for a lawful purpose and you agree to comply with all applicable laws and regulations in your use of the Website. Possible evidence of use of this Website for illegal purposes may be provided to law enforcement authorities.

You will not transmit, distribute, introduce or otherwise make available in any manner through the Website any computer virus, keyloggers, spyware, worms, Trojan horses, timebombs or other malicious or harmful programming (collectively, "Viruses"). We do not have an obligation to detect the presence of such Viruses. If you download Content from the Website, you do so at your own risk.

You shall ensure that all equipment, hardware, software, products and/or sites you use to access, visit, or use the Website does not disturb or interfere with our operation of the Website, or impede or interfere with others' access, visitation and/or use of the Website. We reserve the right, in addition to our other remedies, with or without notice, to immediately disconnect from the Website any equipment, hardware, software, product and/or Websites causing interference with us, our licensors, vendors, service providers, the Website or any Content.

You are solely responsible for all usage of, or activities on, the Website by you and by those you authorize or allow to use, or provide access to, the Website, for example, by authorizing or allowing access to your account/profile or any computer, mobile or other device on which the Website resides or is accessible.

You acknowledge that we have not reviewed and do not necessarily endorse the Content of sites, applications, destinations or sites linked to or accessible from this Website and are not responsible for the Content or actions of any other sites, applications, destinations or sites. Your linking to or accessing any other site, application, destination or site is at your sole risk.

You must comply with all local, state, federal, provincial, national, international, and foreign laws, rules, and regulations (including applicable import and export control laws, rules, and regulations of the United States and other countries) in accessing and using the Website. You further agree that you may only use the Website for lawful purposes and in accordance with these Terms. 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.

Content that is provided by us, our licensors, vendors and/or providers, including without limitation photos, images, text, music, audio, videos, podcasts, trademarks, trade names, Website marks and other brand identifiers, the organization, design, compilation, and “look and feel” of the Website, and all advertising thereon, is protected by local, state, federal, provincial, national, international, and foreign copyright, trademark and other intellectual property laws, rules, and regulations, and is the property of us or our licensors, vendors and/or service providers.

You may not, nor may you allow others, to directly or indirectly, do any of the following for any reason:

- except as expressly permitted by us in writing, make any commercial, advertising, promotional, or marketing use of the Website and/or Content, including without limitation the photos, images, text, music, audio, videos, podcasts, trademarks, trade names, Website marks and other brand identifiers of us, our licensors, vendors, and/or service providers obtained on or through the Website, except as permitted by the Copyright Act or other law or as expressly permitted in writing by these Terms, us or the Website;
- use any bots, cheats, macros, scripts, or any form of auto-responder, or use any other automated process;
- copy, harvest, crawl, index, scrape, spider, mine, gather, extract, compile, obtain, aggregate, capture, or store any Content;
- copy, reproduce, modify, change, edit, crop, alter, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete, or erase any copyright, trademark, or other proprietary legends, symbols, marks, or notices on the Website, or attempt to circumvent any mechanisms for preventing the unauthorized reproduction or distribution of Content;
- copy, reproduce, modify, change, edit, crop, alter, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete, erase, reverse engineer, decipher, decompile, disassemble, store, cache, aggregate, publish, post, display, distribute, broadcast, perform, transmit, rent, sell, share, sublicense, syndicate, or otherwise provide to others, or use any Content obtained on or through the Website, in whole or in part, except as permitted by law; or
- reverse engineer, decipher, decompile, disassemble, or otherwise attempt to derive any source code or underlying ideas or algorithms of the Website, in whole or in part.
- to impersonate or attempt to impersonate Lily AI or a Lily AI employee, or imply that you are affiliated with Lily AI.

4. FEEDBACK

All feedback or submissions of any kind that you submit to this Website input and suggestions regarding problems with or proposed modifications or improvements to the Website (the "Feedback") are hereby received on a non-confidential basis and shall, to the fullest extent permissible under applicable law, become our property. To the extent that applicable law does not provide us with an ownership interest in any Feedback, you agree that by providing us with the Feedback you are granting us any of our affiliated companies, sublicensees and successors in interest a perpetual, royalty-free, irrevocable worldwide license to use, transmit, copy, reproduce, distribute, publicly display or perform, and to prepare derivative works based upon the Feedback. You understand that your Feedback will not be confidential, there will be no attribution to you with respect to such Feedback, and that no compensation will be paid to you with respect to your Feedback. Despite the rights granted to us herein, we are under no obligation to in any way use, post, or otherwise make such Feedback available.

5. INTELLECTUAL PROPERTY RIGHTS

The Website is owned and operated by Lily AI. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Website ("Materials") provided by Lily AI are protected by intellectual property and other laws and that these worldwide rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed. All Materials included in the Website are the property of Lily AI or its third party licensors. Except as expressly authorized by Lily AI, you may not make use of the Materials. Lily AI reserves all rights to the Materials and Content not granted expressly in these Terms. You may not (a) modify copies of any Materials, (b) use any Materials without the express written permission of Lily AI, (c) delete or alter any copyright, trademark, or other proprietary rights notices from copies of Materials from the Website.

You also acknowledge that the Content is and shall remain our property or the property of our licensors. You agree to comply with all intellectual property laws and you shall not encumber any interest in, or assert any rights to, the Content. You may not modify, transmit, participate in the sale or transfer of, or create derivative works based on any Content, in whole or in part. However, you may print a reasonable number of copies of the Content for your personal use provided that you maintain any notices contained in the Content, such as all copyright notices, trademark legends, or other proprietary rights notices.

The trademarks, logos and service marks appearing on this Website, including, are trademarks and service marks of Lily AI. Other company, product, and service names and logos used and displayed on this Website may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to us. Nothing on this Website should be construed as granting, by implication or otherwise, any license or right to use any of trademarks and servicemarks displayed on this Website, without our prior written permission in each instance.

The Content and Materials of this Website is protected by copyright law.

6. COPYRIGHT COMPLIANTS

If you believe this Website contains Content that infringes your copyright, please provide the information listed below to our designated agent (listed below) for claims of copyright infringement:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest that is allegedly infringed;
- A description of the information that you claim to be infringing and a description of where the material that you claim is infringing is located on the Website;
- A description of the copyrighted work that you claim has been infringed;
- Your full contact information, including address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or duly authorized to act on the copyright owner's behalf.

Our designated agent may be contacted as follows:

[INSERT TITLE]

OneLook, Inc. d/b/a Lily AI

[INSERT ADDRESS]

Email: [REDACTED]

7. THIRD PARTY WEBSITES

This Website may periodically provide links to third-party websites ("Third-Party Websites"). These Terms govern only this Website and not any Third-Party Websites. Our decision to link to a Third-Party Website is not an endorsement of the content, products or services in the Third-Party Website. We do not control these Third-Party Websites and expressly disclaims any responsibility for the content, the accuracy of the information and any products or services available on the Third-Party Websites. We have not investigated or monitored the Third Party Websites for accuracy or completeness. The Third Party Websites may have different privacy policies and security standards than our Website. We are not responsible if any terms shown on our Website differ from those shown on the Third-Party Websites. If you decide to access linked Third-Party Websites, you do so at your own risk.

8. MODIFICATION OF THESE TERMS

We reserve the right to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, we may require that you accept the modified Terms in order to continue to use the Website. Material modifications are effective upon your acceptance of the modified Terms. Immaterial modifications are effective upon publication. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

9. MODIFICATION OF THE WEBSITE

Lily AI reserves the right to modify or discontinue the Website at any time (including by limiting or discontinuing certain features of the Website), temporarily or permanently, without notice to you. Lily AI will have no liability for any change to the Website or any suspension or termination of your access to or use of the Website.

10. TERMINATION

If you violate any provision of these Terms, your authorization to access the Website automatically terminates. In addition, Lily AI may, at its sole discretion, terminate these Terms or suspend or terminate your access to the Website, at any time for any reason or no reason, with or without notice. You may terminate these Terms at any time by contacting customer service at info@lily.ai, however you may no longer access or use the Website or any Materials or Content after such termination. Those provisions which by their nature should survive termination shall so survive.

Field Code Changed

11. INDEMNITY

To the fullest extent permitted by law, you are responsible for your use of the Website, and you will defend and indemnify Lily AI and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the "Lily AI Entities") from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Website, Content or Materials; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

12. DISCLAIMERS

YOU ACKNOWLEDGE AND AGREE THAT THIS WEBSITE, THE MATERIALS AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LILY AI AND ITS OFFICERS, MANAGERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "LILY AI PARTIES") GUARANTEES THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY, SUITABILITY OR USEFULNESS OF ANY PORTION OF THE WEBSITE. NONE OF THE LILY AI PARTIES WARRANT THAT THIS WEBSITE WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE, THAT ANY SPECIFIC INFORMATION THAT IS REQUESTED WILL BE PROVIDED OR THAT THIS WEBSITE OR ITS SERVER ARE OR WILL BE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL ELEMENTS. LILY DOES NOT WARRANT THAT ANY SUCH ISSUES WILL BE CORRECTED. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS WEBSITE AND THE ACCURACY, TIMELINESS OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU.

NONE OF THE LILY AI PARTIES MAKES ANY, AND HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL, REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, AND

WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS WEBSITE, CONTENT AND MATERIALS INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

YOU UNDERSTAND AND AGREE THAT ANY CONTENT, MATERIALS AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS USED AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, MATERIALS AND/OR DATA.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE WEBSITE OR LILY AI PARTIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE WEBSITE WILL CREATE ANY WARRANTY REGARDING ANY OF THE LILY AI PARTIES OR THE WEBSITE. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. LILY AI PARTIES DO NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT LILY AI PARTIES ARE PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

13. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL ANY OF THE LILY AI PARTIES BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OR CONTENT OBTAINED THROUGH THIS WEBSITE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THIS WEBSITE AND ANY CONTENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ANY OF THE LILY AI PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO THE WEBSITE, THE CONTENT, MATERIALS OR THESE TERMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ANY LILY AI PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR NEGLIGENCE, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES, IN SUCH JURISDICTIONS THE LILY AI PARTIES' LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS WEBSITE IS TO STOP USING THIS WEBSITE.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 13 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. DISPUTE RESOLUTION

In the interest of resolving disputes between you and Lily AI in the most expedient and cost-effective manner, and except as described in exceptions below, you and Lily AI agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND LILY AI ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Exceptions: nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

Any arbitration between you and Lily AI will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by these Terms. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Lily AI. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“Notice of Arbitration”). Lily AI’s address for Notice is: OneLook Inc., 800 West El Camino Real Suite 180, Mountain View, California, 94040. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or Lily AI may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by you or Lily AI must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount higher than the last written settlement amount offered by Lily AI in settlement of the dispute prior to the award, Lily AI will pay to you the higher of: (i) the amount awarded by the arbitrator; or (ii) \$10,000.

Any arbitration hearing will take place at a location to be agreed upon in Santa Clara County, California, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Lily AI for all monies previously disbursed by it that are otherwise your obligation to

pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

YOU AND LILY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Lily AI agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

If Lily AI makes any future change to this arbitration provision, other than a change to Lily AI's address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to Lily AI's address for Notice of Arbitration, in which case your account with Lily AI will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

If any part of this Dispute Resolution provision is found to be unenforceable, then the entirety of this Dispute Resolution provision will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue of Santa Clara County, California will govern any action arising out of or related to these Terms.

15. GENERAL

These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Lily AI regarding your use of the Website. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word "including" means "including but not limited to". If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

These Terms are governed by the laws of the State of California without regard to conflict of law principles. We operate the Website from our offices in California, in the United States of America, and the Website, Content and Materials are intended for visitors located within the United States. We make no representation that the Website, Content or Materials is appropriate or available for use outside of the United States. Access to the Website from countries or territories or by individuals where such access is illegal is prohibited.

Your use of the Website is subject to all additional terms, policies, rules, or guidelines applicable to the Website or certain features of the Website that we may post on or link to from the Website (the "Additional Terms"). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

You consent to receiving certain electronic communications from us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

The Website is offered by OneLook Inc. (d/b/a Lily AI), located at 800 West El Camino Real, Suite 180, Mountain View, California, 94040. You may contact us by sending correspondence to that address or by emailing us at info@lily.ai.