

OXYS TERMS OF SERVICE

Please read these Oxys Terms of Service (the **"Terms"**) carefully before accepting them. By accepting these Terms, you also accept other terms and policies incorporated herein by reference.

These Terms are available electronically via the Client's Personal Account posted on the website app.oxys.ai.

These Terms were last updated on June 2, 2025.

"Client" (or **"you"**) is (are) the customer of the services referred to herein. By accepting these Terms, (a) you acknowledge you are at least 18 years old at the time of your acceptance hereof, or, if you are under 18, you acknowledge that you have your parent's or legal guardian's permission to accept these Terms; and (b) you acknowledge that if you use the services on behalf of a company, you have the necessary rights and authority to do so and that the company has agreed to these Terms.

REST & VEST LLC (the **"Company"**) provides the services to you under these Terms. The Company acts in compliance with the laws of the United Arab Emirates and has its registered office at Shams Business Center, Sharjah Media City (Shams), Al Messaned, Sharjah, United Arab Emirates, PO Box 9380.

The Client and the Company are hereinafter collectively referred to as the **"Parties"**.

1. SERVICES

- 1.1. In accordance with these Terms, the Company provides the Client with the services in the field of content management and promotion and/or video post-production services available on the Platform (the **"Services"**).
- 1.2. Artificial intelligence technologies are used to provide the Services.
- 1.3. Content (the **"Content"**) means content posted on the Client's YouTube channel(s).
- 1.4. The Services are provided in relation to the Content posted on the Client's YouTube channel(s) (the **"Channel(s)"**).
- 1.5. The Company provides the Client with access to the Services through the Oxys platform on the oxys.ai website (the **"Platform"**).
- 1.6. To receive the Services, the Client creates the Client's Personal Account located on the app.oxys.ai website (the **"Personal Account"**).
- 1.7. To receive some of the Services, the Client provides the Company with read and edit access ("read write" access) to the Channel (the **"Access"**).
- 1.8. The Client independently selects one or several Services in the Personal Account.
- 1.9. The Client independently selects the Content for which the Services are provided by the Company.
- 1.10. The specific terms of Service (the **"Order"**) are agreed between the Parties in the Personal Account and become an integral part hereof.
- 1.11. The Client pays for the Company's Services pursuant to these Terms.

2. WARRANTIES AND LIABILITY

- 2.1. Either Party warrants that it will not take any actions that would impair the other Party's business reputation.
- 2.2. By using the Platform and the Personal Account, you undertake and warrant that you will (a) provide accurate, up-to-date, and complete information that may be requested in the Personal Account; (b) maintain confidentiality and security of your password and prevent unauthorized access by third parties to your password, email, and phone; (c) maintain up-to-date, accurate, and complete registration data and other information provided by you in the Personal Account and update it promptly in the Personal Account upon any changes to the data; (d) assume all risks of unauthorized access to the registration data and any other information provided by you in the Personal Account; and (e) be liable for all actions taken through your Personal Account.
- 2.3. Upon request of the Company, you must provide your personal identification (legal entity registration) documents and other information to verify your data.
- 2.4. The Company is not liable for a failure to perform or properly perform its obligations hereunder if this results from actions and/or omissions of the Client and/or any other third parties.
- 2.5. The Company is not liable for any direct, indirect, incidental, and/or consequential damages or loss of profit that may arise as a result of or in connection with the provision of Services using artificial intelligence technologies. While artificial intelligence technologies may modify or generate content, the Company does not guarantee the accuracy, reliability, or suitability of such content for the Client's requirements. All risks associated with reviewing, assessing, and using such content and artificial intelligence technologies are solely borne by the Client. The Company shall not be liable for any losses or claims arising as a result of or in connection with the use of such content and/or artificial intelligence technologies.

- 2.6. Under no circumstances will the Company be liable to you for any claims in relation to (a) reimbursement of indirect (consequential) damages, (b) compensation for lost profits, lost income, and damage to business reputation, or (c) reimbursement of penalties incurred.
- 2.7. The liability of the Company must not exceed the total cost of the Company's services hereunder for the last three (3) months.

3. PAYMENTS

- 3.1. The Client pays the Company a fee for the Services (the "**Service Fee**") in the amount and under the terms and conditions, agreed by the Parties in the Personal Account, separately for each Order.
- 3.2. Each Party pays by itself any taxes that become payable by it.
- 3.3. The Client's payment obligation is deemed fulfilled as soon as the funds are credited to the Company's bank account.

4. TERM

- 4.1. These Terms become effective upon your acceptance hereof and continue in effect for twelve (12) months.
- 4.2. If the Client gives the Company termination notice by email support@air.io thirty (30) calendar days before the expiration hereof, these Terms are deemed extended each time for another twelve (12) months.
- 4.3. The Parties may terminate these Terms at any time by their mutual agreement in writing.
- 4.4. You may unilaterally terminate these Terms early by giving seven (7) calendar days' notice to the Company via the Personal Account and/or to the Company's email if the Company fails to perform its obligations hereunder and if this violation is not eliminated within thirty (30) calendar days of receipt of the respective notice from you to the Company's email support@air.io.
- 4.5. The Company may unilaterally terminate these Terms at any time by giving you notice by email specified in the Personal Account.
- 4.6. The Company may amend these Terms at its sole discretion. The Company publishes such amendments on the Platform. You are obliged to independently and regularly review the current Terms posted on the Platform. Continued use of the Platform and/or the Services following any changes constitutes your acceptance of the updated Terms.
- 4.7. If you disagree with any amendments hereto, you must cease the use of the Platform and/or the Services..

5. MISCELLANEOUS

- 5.1. The Parties are released from liability for a failure to perform their obligations hereunder in whole or in part if the proper performance is rendered impossible by force-majeure circumstances, including natural disasters, pandemics, hostilities, introduction of a state of emergency, changes in legislation, full or partial unavailability of websites, and other emergency and unavoidable force-majeure circumstances arising after the acceptance of these Terms and confirmed in accordance with the requirements of the applicable law. The documentary evidence is not required where those circumstances are in fact generally known and recognized by both Parties.
- 5.2. The Parties must keep confidential the commercial terms and progress hereof, to the extent not contrary to law, during the term hereof and within a further three (3) years of the expiration hereof.
- 5.3. The Company may provide third parties with information about these Terms to render services to the Client and confirm cooperation between the Parties.
- 5.4. The Company may assign all or part of its rights and obligations hereunder to a third party, including by substituting a Party who provides the services.
- 5.5. The Parties undertake to settle by negotiations all disputes arising between them. Any disputes not resolved by negotiations must be referred to a court.
- 5.6. These Terms are governed by and construed in accordance with the English law. The Parties may have recourse to the courts of England to resolve disputes between them. If under the applicable local law, the disputes hereunder may not be referred to the courts of England, with the Parties' written consent, disputes may be resolved in the local courts of the Client's country of residence or registration, in accordance with the laws of that country.