

# STUDIO NEIRO AI AFFILIATE PROGRAM TERMS

Effective as of 7th of February 2024

These Myna Labs Inc. ("Studio Neiro AI", "we", "us" or "our") Affiliate Program Terms and Conditions explain the terms and conditions under which you are allowed to participate in the Myna Labs Inc. Affiliate Program. Please read this Terms and Conditions document carefully and retain a copy for your records.

By enrolling in our affiliate program, you express your agreement to be legally bound by our terms and conditions detailed in this document. Do not register for our affiliate program unless you agree to these terms.

## 1. Definitions

1.1 The following definitions explain some of the terminology and abbreviations used throughout this Agreement:

'Terms/Agreement' means this Affiliate Program Terms and Conditions document.

'We/Us/Our/MynaLabsInc/StudioNeiroAI' refers to Myna Labs Inc., with its registered office at 769 MONTEREY BLVD. SUITE #5A SAN FRANCISCO CA 94563, United States.

'Affiliate/You' means any person or legal entity that applies for our Affiliate Program and those whose applications are approved.

'Platform' pertains to the Myna Labs Inc. website accessible at <https://studio.neiro.ai/>, including any subdomains, any software offered by Myna Labs Inc. through the main website or its subdomains, its interface, its functionality, and services detailed on the website.

'Affiliate Program' refers to our program where the Affiliate promotes the Platform by directing potential customers to it in return for a commission, as detailed in these Terms.

'Referral Link' means the unique URL assigned to the Affiliate, enabling the tracking of referred customers.

'Party/Parties' refers either to the Affiliate or Myna Labs Inc. individually or both collectively.

'Third-Party' is any entity other than the Affiliate and Myna Labs Inc.

'Effective Date' is the date the application for the Affiliate Program is approved.

'Confidential Information' means all data or information belonging to either Party, which isn't publicly known.

## **2. General Terms**

2.1 By enrolling in our Affiliate Program, you affirm that you are at least 18 years of age and that you (i) possess the full legal capacity to establish a binding relationship, (ii) will provide accurate and current information where required, in line with these Terms, (iii) won't participate in the Affiliate Program contrary to these Terms or applicable laws. If you're enrolling on behalf of a legal entity, you further confirm that (i) you have the right to accept these terms, (ii) you can bind that entity to this Agreement, and (iii) the entity you represent can abide by the obligations in this Agreement.

2.2 The Affiliate must maintain accurate, current, and complete information for the duration of this Agreement. Myna Labs Inc. is not responsible for any lapses in performance arising from inaccuracies in the Affiliate's provided details.

2.3 Myna Labs Inc. is not responsible for any performance failures due to information that isn't accurate or up-to-date.

## **3. Relationship of the Parties**

3.1 Both Parties understand that the Affiliate will serve Myna Labs Inc. as an independent contractor. This Agreement does not create any employer-employee, principal-agent, or fiduciary relationship. The Affiliate should not, and cannot, act as an agent or representative of Myna Labs Inc. Affiliates won't receive compensation, retirement, insurance, or other benefits that Myna Labs Inc. employees do. Unless specified or mandated by law, tax responsibilities arising from the Affiliate's fees under this Agreement fall solely on the Affiliate.

3.2 All tax matters resulting from fees paid to the Affiliate are the sole responsibility of the Affiliate.

## **4. Confidentiality**

4.1 Both Parties might disclose or access the other Party's Confidential Information. They both agree to (i) maintain strict confidentiality, (ii) take necessary steps to protect it, (iii) not to share or make it available to any Third-Party without prior written consent, (iv) use it only as intended during its disclosure, (v) return or destroy all Confidential Information, its copies, and derivative works upon request or the end of this Agreement. 4.2 In this Agreement, commission schemes and payment details are regarded as highly confidential.

4.3 For the sake of this Agreement, commission structures and payment terms are especially confidential.

## **5. Referral and Commissions**

5.1 Myna Labs Inc. reserves the right in its absolute sole discretion to approve or decline any application for the Myna Labs Inc. Affiliate Program, without the need to provide the reasons for

such decision. You accept and agree that you will not have any legal or other remedy in case of rejection of the application.

5.2 Participation in the Affiliate Program may require that you create an account through a Third-Party affiliate tracking and reports service provider. If your application is approved, you will receive email instructions on how you can receive your designated Referral Link through the platform.

5.3 Under the terms of this Agreement the Affiliate undertakes to promote the Platform and to ensure that new customers purchase Myna Labs Inc. services. For each customer that meets the criteria under this Agreement for 'Qualified Customer', Myna Labs Inc. will pay the commission to the Affiliate for the duration and in the amounts as defined herein.

5.4 During the term of this Agreement the Affiliate may use Myna Labs Inc. marketing material, including registered trademarks, as decided, and approved by Myna Labs Inc., solely for the purpose of promoting the Platform. The Affiliate will ensure that the use of Myna Labs Inc. marketing material will not cause any confusion as to the Platform or service provider, nor can the marketing material be used in a way that is not appropriate to promote Myna Labs Inc. and their core values, or to promote any service provider other than Myna Labs Inc.. The Affiliate may not use marketing material that is not approved by Myna Labs Inc.. Myna Labs Inc. will decide on the marketing material that will be provided to the Affiliate and where possible the instruction for its use.

5.5 In order for a customer to become a Qualified Customer, they need to fulfill the following conditions:

- a) No previous accounts. Only a customer who has never previously registered on the Platform can qualify as a Qualified Customer.
- b) Registration after clicking the Referral Link. Only a customer who registers within a certain period from clicking on the designated Referral Link can qualify as a Qualified Customer. If for any reason a customer does not use a Referral Link, they cannot be considered a Qualified Customer regardless of the Affiliate's efforts to refer such a customer. Furthermore, the Affiliate understands that if the customer clicks on a Referral Link but does not sign up to the Platform until a later time, the Referral Link function will depend on cookies to track the referral. If tracking is not possible, a customer will not be considered a Qualified Customer.
- c) Expiration. Commission is paid only for a certain period of time. A Customer remains a Qualified Customer for a duration specified starting from the moment of first purchase.

5.6 Commission is calculated based on the net amounts received from Qualified Customers. Due commission is paid within specified business days of each month. Commission is paid only based on the actual amounts received by Myna Labs Inc..

5.7 Commission is agreed on the amount specified of the net amount of the payments made by a Qualified Customer. You must have a valid payment method in order to receive your commission.

5.8 The Affiliate is not allowed to refer themselves and the Affiliate will not receive commission on purchases coming from their account.

## **6. Acceptable Use Policy**

6.1 Affiliates must adhere to this Agreement, all applicable laws, and regulations. Misleading or inappropriate advertising is prohibited. Specifically, affiliates must not: (i) post unauthorized commercial messages (e.g., spam); (ii) use misleading advertisements, false claims, etc.; (iii) post or promote illegal, hateful, or harmful content; (iv) fail to inform customers of the affiliate relationship; (v) offer incentives from their commission; (vi) refer themselves or engage in fraudulent activity.

6.2 Affiliates cannot bid on or buy any of Myna Labs Inc.'s trademarks or brand-related terms, including those that might dilute or compete with Myna Labs Inc.'s brand.

6.3 Affiliate domain names cannot contain 'Myna Labs Inc.' or any terms mentioned in 5.2. Usage of any brand name associated with Myna Labs Inc. is prohibited unless there's explicit permission.

6.4 Affiliate websites cannot use terms like 'official website', 'Myna Labs Inc.', or any keywords from 5.2, or other terms that might mislead or confuse customers.

6.5 Breaches of the Acceptable Use Policy may result in loss of earned commissions and a requirement to return any already received.

6.6 Affiliates should disclose their relationship with Myna Labs Inc. on all promotional materials or when sharing the Referral Link, in compliance with local regulations.

## **7. Term and Termination**

7.1 This Agreement lasts from the Effective Date until its termination.

7.2 Affiliates can terminate anytime, which won't impact commissions from current Qualified Customers.

7.3 Myna Labs Inc. can terminate this agreement immediately if the Affiliate: (i) violates this Agreement; (ii) breaches the general Terms and Conditions; (iii) misuses their rights or violates the Acceptable Use Policy; (iv) engages in illegal activities.

7.4 Myna Labs Inc. can also terminate this Agreement at their discretion without providing reasons.

7.5 Termination due to violations by the Affiliate will also end commission payments for active Qualified Customers.

7.6 If Myna Labs Inc. terminates without cause, it won't affect commissions from current Qualified Customers.

## **8. Indemnity**

8.1 The Affiliate will indemnify Myna Labs Inc., its affiliates, and employees from any claims or violations arising from the Affiliate's performance of this Agreement.

## **9. Limitation of Liability**

9.1 YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE MYNA LABS INC. AFFILIATE PROGRAM IS TO STOP PARTICIPATING IN THE MYNA LABS INC. AFFILIATE PROGRAM.

9.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MYNA LABS INC., ITS EMPLOYEES, OFFICERS, SHAREHOLDERS, DIRECTORS, AGENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, SUPPLIERS, ASSIGNS OR LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF YOUR ACCESS OR USE OR INABILITY TO ACCESS OR USE THE MYNA LABS INC. WEBSITE, SERVICES, THIRD-PARTY APPLICATIONS OR THIRD-PARTY APPLICATION CONTENT, REGARDLESS OF LEGAL THEORY, EVEN IF MYNA LABS INC. HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## **10. Changes**

10.1 This Agreement can be changed mutually or unilaterally by Myna Labs Inc. with a 7-day notice. Affiliates can terminate during this period if they disagree with changes, which won't impact commissions from current Qualified Customers.

## **11. Governing Laws and Choice of Forum**

11.1 This Agreement follows the laws of Delaware, USA. Disputes are settled in Wilmington, Delaware.

## **12. Final Provisions**

12.1 Invalid sections of these Terms won't affect the remainder.

12.2 Failing to exercise any right in this Agreement doesn't waive that right.

12.3 No rights or obligations under this Agreement can be transferred to a Third-Party without written consent, except in the case of a merger or sale of Myna Labs Inc..