

**OPUS PARTNER MARKETPLACE**  
**Terms of Use**  
**Version 1 : 12 March 2025**

**1. Introduction**

- 1.1. Welcome to the Opus Partner Marketplace! These Terms of Use (the “**Terms**”) are a binding agreement between you and Applied AI Innovation Research - Sole Proprietorship LLC, a limited liability company incorporated in the Emirate of Abu Dhabi (“**AppliedAI**”), regarding your access to and use of opus.com and any other associated mobile or web services or applications made generally available by AppliedAI (collectively, the “**Opus Partner Marketplace**”). AppliedAI and its affiliates provide the Opus Partner Marketplace to you subject to these Terms, to which AppliedAI and you are “**Parties**”.
- 1.2. By registering for or accessing the Opus Partner Marketplace, you accept these Terms and warrant and represent that you are at least 18 years old or the age of legal majority in your jurisdiction and you have authority to bind yourself to these Terms. Please read these Terms, including the Community Guidelines, carefully.

**2. Worker status**

- 2.1. By signing up on the Opus Partner Marketplace to advertise workflows to end users, perform workflows, or perform support services related to such tasks (collectively, “**Tasks**”), you understand and agree that you are an independent contractor of AppliedAI and that you assume all liability for proper classification as an independent contractor or consultant based on applicable legal guidelines.
- 2.2. Nothing contained in these Terms is intended to constitute or create a contract of employment or agency relationship with AppliedAI, nor will it constitute or create the right or obligation to use or continue to use the Opus Partner Marketplace or perform Tasks for any particular period of time. AppliedAI will have no right to, and will not, direct, control, or supervise you in connection with the Tasks you perform.
- 2.3. You will not at any time during your affiliation with AppliedAI receive any benefits or other incidental perks of employment. Any payment made to you by AppliedAI is for Tasks completed by you or related thereto, as agreed between the parties, and such payments do not constitute regular salary or compensation for any other purpose.
- 2.4. You further agree that AppliedAI is not restricting in any way your right or ability to perform services for others, including but not limited to, any employer, your own clients, or through any other crowdsourcing service or any other means. You will not represent yourself to clients or anyone else as an employee or agent of AppliedAI.
- 2.5. At all times, you agree and acknowledge that you are an independent contractor of AppliedAI and will always represent yourself as such. You have no authority (and will not

hold yourself out as having authority) to bind AppliedAI, and you will not make any agreements or representations on behalf of AppliedAI.

### 3. **Opus Partner Marketplace Account**

- 3.1. In order to perform Tasks, you agree to register for and maintain an active user account on the Opus Partner Marketplace (your “**Account**”). You may only possess one Account, and if it is suspended or terminated in accordance with these Terms, you may not create another one unless you have explicit permission from AppliedAI to do so. The account registration requires you to submit certain personal information, such as your name, country of residence, mobile phone number, as well as valid payment information, and AppliedAI will use such information in accordance with our Privacy Policy.
- 3.2. You agree to maintain accurate, complete, and up-to-date information in your Account. Payment information must relate to financial accounts in your own name, and you may not permit any other person to provide your payment information to AppliedAI. In certain instances, you may be asked to provide proof of your identity to access or use the Opus Partner Marketplace, and you agree that you may be denied access to or use of the Opus Partner Marketplace if you refuse to provide such information.
- 3.3. In the event that you have employees or subcontractors assisting you in performing Tasks, they will be required to create their own Account and accept these Terms. Their Account(s) will be linked to yours and granted the permissions you enable.

### 4. **Posting Tasks**

- 4.1. You may use your Account to advertise Tasks on the Opus Partner Marketplace (“**Task Postings**”). You are responsible for setting the pricing for Tasks at your sole discretion, subject to a floor price to ensure cost recovery (“**Task Price**”). Customers (“**End Users**”) may request Tasks from you via their Opus customer accounts (“**Task Requests**”). If you accept a Task Request, you commit to performing the relevant Task in a timely and professional manner in accordance with these Terms.
- 4.2. AppliedAI reserves the right to reject or take down Task Postings at any time for any reason, including End User complaints and breach of these Terms or of applicable law.

### 5. **Payment for Tasks**

- 5.1. Following completion of the Tasks you have selected and acceptance by the end user, AppliedAI will transmit payment to you for your “**Expert Share**” in relation to said Tasks. Your Expert Share shall be between 70 and 80 per cent of the Task Price, depending on your Expert Rating as displayed on your Account, with the remaining proportion of the Task Price comprising the “**AppliedAI Platform Fee**”.
- 1.1. If you are based in the United Arab Emirates, value-added tax (“**VAT**”) of 5% shall be deducted from your Expert Share.

- 5.2. Subject to applicable law, AppliedAI reserves the right to delay or suspend payment during any investigation into your compliance with these Terms, including the Community Guidelines. A violation of these Terms, in AppliedAI's sole determination, may result in non-payment to you of some or all amounts accrued, as well as suspension or deactivation of your account.
- 5.3. Any cross-border cash remittance made to you in connection with you performing Tasks must be made through a locally authorized financial institution or registered foreign exchange agency and may require you to provide AppliedAI or such entity with certain information, including bank account information and know-your-customer information, for purposes of direct deposit and details regarding the transaction. It is your responsibility to ensure that you have a payment method approved by AppliedAI to receive payments in US Dollars or the specified currency. You understand that neither AppliedAI nor any related entity is responsible for any foreign exchange fluctuation between local currency and the United States Dollar or any timing issue that may affect the value of payments made to you.

## **6. Taxes & tax-related items**

- 6.1. AppliedAI will not deduct from any payments to you any amount for income tax withholding, Social Security or other social contributions, other taxes, or any other amount, except as provided by law. You agree to undertake any registration as a self-employed worker, independent contractor, sole proprietor, or similar designation available with the tax authorities in your jurisdiction to ensure the proper payment of any applicable taxes or other amounts as required by law.
- 6.2. You are also responsible for compliance with all applicable labor and employment requirements with respect to your self-employment, sole proprietorship, or other form of business organization, including but not limited to obtaining any and all certificates, licenses and/or registrations that are required to operate as an independent contractor in your applicable jurisdiction.
- 6.3. You understand and agree that you are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by you or some other entity. You further understand and agree you are solely responsible for filing any and all necessary tax filings and returns, and that you are obligated to pay federal, state and local income tax on any monies paid pursuant to these Terms.

## **7. The Opus Partner Marketplace & AppliedAI Materials**

- 7.1. Opus Partner Marketplace access grant. Subject to these Terms, AppliedAI grants you a non-exclusive, non-transferable, right to access and use the Opus Partner Marketplace solely with supported browsers through the Internet or approved mobile application for the purpose of performing Tasks as an independent contractor for AppliedAI. All rights not expressly granted to you are reserved by AppliedAI, its clients, and its licensors.

- 7.2. AppliedAI Materials license. To the extent AppliedAI, its subsidiaries, affiliates, successors or assigns, licensors, or clients supply any materials, including but not limited to, text, images, video, audio recordings, scope of work, informational materials, third-party User Content (as defined in Section 8.4 below), devices, records, data, notes, reports, proposals, lists, correspondence, specifications, other documents or property, or reproductions of any of the aforementioned items (collectively, “**AppliedAI Materials**”) to you, AppliedAI grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to use the AppliedAI Materials solely in connection with performing the Tasks.
- 7.3. Ownership. Except as provided in this Section 7, you obtain no rights under these Terms from AppliedAI, its clients, or its licensors to the AppliedAI Systems (as defined below in Section 8.1) or AppliedAI Materials, including any related Intellectual Property Rights (defined below in Section 9). You acknowledge and agree that, as between the parties, AppliedAI, its clients, and its licensors own all right, title, and interest in and to the AppliedAI Systems and AppliedAI Materials, including all Intellectual Property Rights therein. All trademarks, service marks, logos, trade names, and any other source identifiers (“**Marks**”) of AppliedAI used on or in connection with the AppliedAI Systems, AppliedAI Materials, or User Content are trademarks or registered trademarks of AppliedAI in the United States and abroad. Marks used on or in connection with the AppliedAI Systems, AppliedAI Materials, or User Content are used for identification purposes only and may be the property of their respective owners.

## 8. Performing tasks

- 8.1. Performance of tasks. You agree to comply with these Terms, including the Community Guidelines at all times, and you agree to review them for detailed information on topics such as your Account, security on the Opus Partner Marketplace, and prohibited activities. In order to perform certain Tasks, you may need to use (i) the Opus Partner Marketplace, (ii) Software (as defined below in Section 8.7), or (iii) other platforms to communicate about the Opus Partner Marketplace or Tasks (collectively “**AppliedAI Systems**”), and you may need to register for and maintain user accounts on multiple AppliedAI Systems (all accounts, including your Opus Partner Marketplace Account collectively, “**Systems Accounts**”). You are responsible for all activity that occurs under your Systems Accounts, and you agree to maintain the security and secrecy of your Systems Account username and password at all times. In order to comply with obligations from AppliedAI's clients, you may not allow third parties to use your Systems Accounts, and you may not assign or otherwise transfer your Systems Accounts to any other person or entity.
- 8.2. Acceptance of Tasks. AppliedAI reserves the right to confirm the accuracy of the Tasks and other deliverables, and, in addition to AppliedAI's right to withhold payment in full or in part, to remove you from projects or deactivate your account based on your breach of this section.
- 8.3. Choice of work. You are responsible for determining which Tasks you choose to advertise and perform, and when, where, and how you do so. The frequency of your use of the Opus

Partner Marketplace, Tasks performed, and your method of completing specified Tasks remain at all times at your discretion. You are not required to use the Opus Partner Marketplace or perform Tasks at any specified time or day.

- 8.4. Equipment & expenses. You are responsible for providing all necessary tools or equipment that you need to perform the Tasks. You are responsible for obtaining the data network access necessary to use the AppliedAI Systems. Your mobile network's data and messaging rates and fees may apply if you access or use the AppliedAI Systems from your mobile device. AppliedAI does not guarantee that the AppliedAI Systems, or any portion thereof, will function on any particular hardware or devices. In addition, the AppliedAI Systems may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications. AppliedAI will not reimburse you for any expenses incurred in performing your selected Tasks.
- 8.5. User Content. AppliedAI may permit you from time to time to submit, upload, publish or otherwise make available to AppliedAI, clients, and other users, through the AppliedAI Systems, text, audio, and/or visual content and information, including commentary, questions, and feedback related to the AppliedAI Systems, Tasks, support requests, and submission of entries for competitions and promotions (collectively, "**User Content**"). All User Content must conform to the Community Guidelines. AppliedAI has no obligation, but reserves the right, to filter and block any User Content or activity in violation of these Terms, including the Community Guidelines.
- 8.6. Third-party services. AppliedAI Systems may contain links to third-party websites or resources ("**Third-Party Services**"). Such Third-Party Services may be subject to different terms and conditions and privacy practices. AppliedAI is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by AppliedAI of such Third-Party Services.
- 8.7. Software. AppliedAI may allow you to download software and browser extensions ("**Software**") which may update automatically. While you work with AppliedAI, and subject to these Terms, AppliedAI grants you a limited, non-exclusive, non-transferable, revocable license to use the Software for the purpose of performing Tasks or using the AppliedAI Systems. To the extent any component of the Software may be offered under an open source license, we'll make that license available to you and the provisions of that license may override some of these Terms. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Software, attempt to do so, or assist anyone in doing so. As some of the Software is intended to test the robustness of your computer equipment, you acknowledge that you use the Software at your own risk.

## 9. Work Product

- 9.1. Definitions.

- 9.1.1. **“Intellectual Property Rights”** means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (1) rights associated with works of authorship, including exclusive exploitation rights, copyrights, attribution, paternity, integrity, modification, disclosure and withdrawal, mask work rights, and any other rights throughout the world that may be known or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively, **“Moral Rights”**); (2) trademark and trade name rights and similar rights; (3) trade secret rights and contractual rights of nondisclosure; (4) patent and industrial property rights; (5) other proprietary rights of every kind and nature; and (6) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (1) through (5) of this sentence.
- 9.1.2. **“Work Product”** means all deliverables provided to AppliedAI or its clients in connection with your use of AppliedAI Systems and performance of Tasks, including but not limited to, all (1) User Content, responses to client questions, and completed Tasks; (2) any discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable, created or discovered by you in connection with your use of AppliedAI Systems or performance of Tasks; and (3) any new product, machine, method, procedure, process, technique, use, equipment, device, apparatus, system, design or configuration of any kind, or any improvement thereon, created or discovered by you in connection with your use of the AppliedAI Systems or performance of Tasks.
- 9.2. Ownership and assignment of Work Product. In consideration of your performance of Tasks and payment for same, you irrevocably assign all right title and interest throughout the world, including Intellectual Property Rights, in and to the Work Product to AppliedAI and/or the End User (as applicable). Further, you hereby represent and warrant that your provision of Work Product does not infringe upon the Intellectual Property Rights of any third party, and hereby indemnify AppliedAI and the End User from any and all claims to the contrary.
- 9.3. Waiver and License of other rights. If any Intellectual Property Rights, including Moral Rights, in the Work Product cannot (as a matter of law) be assigned by you to AppliedAI or the End User as provided in Section 8.2, then: (i) you unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against AppliedAI and the End User with respect to such rights; and (ii) regardless of whether you are permitted (as a matter of law) to make such waiver, you unconditionally grant to AppliedAI and the End User an exclusive, perpetual, irrevocable, worldwide, fully-paid license, with the right to sublicense through multiple levels of sublicensees, under any and all such rights (1) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the Work Product in any medium or format, whether now known or hereafter discovered; (2) to use, make, have made, sell,

offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the Work Product; and (3) to exercise any and all other present or future rights in the Work Product.

- 9.4. Further assurance. At AppliedAI's request from time to time, you will: (i) cooperate with and assist AppliedAI, its designee, or the End User, both during and after the term of these Terms, in perfecting, maintaining, protecting, and enforcing AppliedAI's, its designee's, or the End User's Intellectual Property Rights and other rights in the Work Product in any and all countries, and (ii) promptly execute and deliver to AppliedAI, its designee, or the End User any documents deemed necessary or appropriate by AppliedAI, its designee, or the End User in its discretion to perfect, maintain, protect, or enforce AppliedAI or the End User's rights in the Work Product or otherwise carry out the purpose of these Terms. Without limiting the generality of the foregoing, if you have made an invention in the Work Product, you will execute applications, declarations and assignments as requested by AppliedAI, its designee, or the End User for the purpose of applying for a patent on such invention in any countries of AppliedAI or the End User's choice, including assignments of any continuation, continuation-in-part, divisional, reissue, re-exam, PCT or other applications based on such applications.
- 9.5. Power of attorney. You hereby irrevocably designate and appoint AppliedAI and its duly authorized officers and agents as your agent and attorney-in-fact to act for and on your behalf and stead to execute and file any such instruments and papers and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright, mask work and other registrations related to such Work Product.

## 10. Confidentiality

- 10.1. Confidentiality of AppliedAI Materials. You understand that AppliedAI Materials, User Content, and the Work Product (collectively, "**Confidential Information**") include information and physical material not generally known or available outside of AppliedAI, and information and physical material entrusted to AppliedAI in confidence by third parties including End Users. You agree to (i) hold Confidential Information in the strictest confidence; (ii) not to use Confidential Information, except for the benefit of AppliedAI or End Users to the extent necessary to perform Tasks; and (iii) not to disclose to any person, firm, corporation or other entity, without written authorization from AppliedAI in each instance, any Confidential Information that you obtain, access or create via AppliedAI Systems or in performing Tasks. You further agree not to make copies of Confidential Information except as authorized by AppliedAI. Your agreement to this Section 9 is intended to be for the benefit of AppliedAI, End Users, and any third party that has entrusted information or physical material to AppliedAI in confidence. These Terms are intended to supplement, and not to supersede, any rights AppliedAI may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

- 10.2. Return of Confidential Information. Upon the expiration or termination of these Terms, or upon request from AppliedAI, you will return to AppliedAI all Confidential Information and related documentation, and permanently delete any retained copies or derivations (to the extent such copies or derivations exist), whether local or cloud based.

## **11. Compliance**

- 11.1. AppliedAI Systems may only be used for lawful purposes and in a lawful manner consistent with these Terms, including the Community Guidelines. In connection with your use of AppliedAI Systems, you will comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, and other requirements of any governmental authority that has jurisdiction over you.
- 11.2. You represent and warrant that (a) neither you nor your financial institution(s) are subject to sanctions or otherwise designated on any list of prohibited or restricted parties, or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the U.S. government (e.g., the U.S. Department of Treasury's Specially Designated Nationals List and Foreign Sanctions Evaders List, and the U.S. Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority; and (b) you are not located in and do not perform any Tasks in 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.
- 11.3. You may not export, re-export, or transmit any Confidential Information to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United Nations, U.S. Departments of State, Treasury or Commerce, the European Union, or any other applicable government authority.

## **12. Warranties; disclaimer**

- 12.1. User warranty. You represent and warrant that: (i) you are the sole and exclusive owner of all User Content and Work Product you submit; and (ii) neither your User Content nor Work Product, nor your submission, uploading, publishing or otherwise making available of such User Content or Work Product, nor AppliedAI or the End User's use of the User Content and Work Product as permitted in these Terms will infringe, misappropriate or violate a third party's Intellectual Property Rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You hereby agree to indemnify AppliedAI and End Users from any claims to the contrary.
- 12.2. AppliedAI warranty disclaimer. THE APPLIEDAI SYSTEMS AND APPLIEDAI MATERIALS ARE PROVIDED ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT USE OF THE APPLIEDAI SYSTEMS AND APPLIEDAI MATERIALS ARE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, APPLIEDAI MAKES NO

REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE APPLIEDAI SYSTEMS OR APPLIEDAI MATERIALS, AND DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (B) ANY WARRANTY THAT THE APPLIEDAI SYSTEMS OR APPLIEDAI MATERIALS WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, ACCURATE, COMPLETE, CURRENT, RELIABLE, TIMELY, SECURE, OPERATE WITHOUT ERROR, OR WILL CONTAIN ANY PARTICULAR FEATURES OR FUNCTIONALITY; (C) ANY WARRANTY THAT THE INFORMATION, CONTENT, MATERIALS, OR SUBMISSIONS INCLUDED ON THE APPLIEDAI SYSTEMS WILL BE AS REPRESENTED BY APPLIEDAI'S CLIENTS OR OTHER USERS, OR (D) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. The foregoing disclaimers apply to the maximum extent permitted by applicable law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, will be limited to the maximum extent permitted by law.

### **13. Indemnification**

13.1. You will indemnify, defend and hold harmless AppliedAI and its affiliates (and their respective officers, directors, employees, directors, agents and representatives) from and against any and all losses, costs, expenses, damages or other liabilities (including attorneys' fees and related legal expenses) incurred by AppliedAI arising directly or indirectly from or related to any cause of action, claim, suit, proceeding, investigation, demand or action brought by a third party against AppliedAI in connection with or resulting from: (i) your failure to comply with these Terms, (ii) your use of AppliedAI Systems or Confidential Information in violation of applicable law or these Terms; (ii) any negligent or intentional wrongdoing by you in your use of AppliedAI Systems; (iii) any violation of a third party's rights, including Intellectual Property Rights, resulting in whole or in part from your use of AppliedAI Systems and any other deliverable provided by you to AppliedAI; and (iv) a dispute between you and any other AppliedAI Systems user, including End Users.

### **14. Limitation of liability**

14.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, APPLIEDAI WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING ANY LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA) ARISING FROM OR IN CONNECTION WITH THESE TERMS, THE APPLIEDAI SYSTEMS, OR APPLIEDAI MATERIALS, EVEN IF APPLIEDAI HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

14.2. FURTHER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL APPLIEDAI'S AGGREGATE LIABILITY ARISING FROM OR IN CONNECTION WITH THESE TERMS, THE APPLIEDAI SYSTEMS, OR APPLIEDAI

MATERIALS EXCEED THE TOTAL AMOUNT OF FEES EARNED BY YOU IN CONNECTION WITH APPLIEDAI DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY, OR ONE THOUSAND U.S. DOLLARS, IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. APPLIEDAI'S CLIENTS, LICENSORS, AND SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND UNDER THESE TERMS.

## 15. Applicable law & dispute resolution

- 15.1. This Agreement shall be governed by and construed in accordance with the substantive laws of the Abu Dhabi Global Market (“**ADGM**”) without giving effect to any choice or conflict of law, provision or rule (whether of the ADGM or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the ADGM.
- 15.2. Any dispute arising out of or in connection with this Agreement (“**Disputes**”) shall be submitted to mediation administered by the International Centre for Dispute Resolution pursuant to its International Dispute Resolution Procedures. Such mediation shall be conducted in English, in the Abu Dhabi Global Market. Any Dispute that cannot be resolved following mediation shall be submitted to arbitration administered by the International Centre for Dispute Resolution pursuant to its International Dispute Resolution Procedures. The arbitration shall be conducted in English, in the Abu Dhabi Global Market, before a single arbitrator. The Parties agree to keep the existence and outcome of such mediation and/or arbitration confidential.
- 15.3. Both you and AppliedAI agree to bring any dispute in arbitration on an individual basis only, and not on a class or collective basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action, or as a member in any such class or collective proceeding (“**Class Action Waiver**”). Notwithstanding any other provision of this Agreement or the International Dispute Resolution Procedures, disputes regarding the enforceability, revocability, scope, validity, or breach of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If there is a final judicial determination that all or part of the Class Action Waiver is unenforceable or that an arbitration can proceed on a class basis, then the arbitration provision herein shall be considered null and void in its entirety and the class or collective action to that extent must be litigated in a civil court of competent jurisdiction.

## 16. Termination

- 16.1. These Terms are effective until terminated pursuant to this Section 16. You may deactivate your account and terminate these Terms at any time. AppliedAI may terminate these Terms, deactivate or suspend your account and access to the AppliedAI Systems, or remove any Task listings at any time, immediately without prior notice for any reason. Upon any account termination or suspension, or the termination of these Terms, your right to use the AppliedAI Systems will cease, and you will not be able to retrieve any information related

to your account. AppliedAI will issue a final payment for Tasks already completed. Sections 5-18 will survive any expiration or termination of these Terms.

- 1.1. Termination of these Terms shall not affect the rights of the Parties which have accrued on or before termination or which arise out of the termination of these Terms. Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after the termination of these Terms shall remain in full force and effect.

## 17. Modifications to these Terms

- 17.1. AppliedAI may modify these Terms periodically. If we make a change to the Terms, we will make the most current version available at the Terms of Use link. If we make a material change to the Terms, we will notify you prior to the update's effective date. If you disagree with the revised Terms, you may terminate these Terms with immediate effect by deactivating your account. Continued use of the AppliedAI Systems will constitute your acceptance of the modified terms.

## 18. General provisions

- 18.1. Entire agreement. These Terms are the entire agreement between you and AppliedAI regarding the subject matter of these Terms, except where AppliedAI expressly states that separate terms (and not these) apply. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and AppliedAI, whether written or verbal, regarding the subject matter of these Terms. AppliedAI will not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of these Terms, including when submitted by you in any order, invoice, bill, receipt, acceptance, confirmation, correspondence or other document.
- 18.2. Assignment. You may not assign or transfer any rights, obligations or privileges that you have under these Terms without AppliedAI's prior written consent. AppliedAI may assign these Terms, in whole or in part, at any time without notice. Subject to the foregoing, these Terms will be binding on each party's successors and permitted assigns. Any assignment or transfer in violation of this Section will be deemed null and void. Your right to terminate these Terms at any time remains unaffected.
- 18.3. Severability & interpretation. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms will continue in effect. The word "including" will be interpreted without limitation when used in these Terms.
- 18.4. No waiver. The failure by AppliedAI to enforce any provision of these Terms will not constitute a present or future waiver of that provision nor limit AppliedAI's right to enforce that provision at a later time. All waivers by AppliedAI must be in writing and signed by AppliedAI to be effective. Except as expressly set forth in these Terms, the exercise by

either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

- 18.5. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.
- 18.6. Notices. All notices relating to these Terms will be sent by e-mail or will be posted on the AppliedAI Site. You consent to AppliedAI sending you emails relating to the AppliedAI Systems from time to time. AppliedAI will send notices to you at the e-mail address maintained in AppliedAI's records for you. You must send notices to AppliedAI at legal@aaico.com. E-mail notices or notices posted on the AppliedAI Site are deemed written notices for all purposes for which written notices may be required. E-mail notices are deemed received when sent.
- 18.7. Contacting AppliedAI. If you have any questions or concerns about AppliedAI Systems or these Terms, you may contact AppliedAI at: support@opus.com
- 18.8. Text Messaging and Telephone Calls. You agree that AppliedAI may contact you by telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you or on your behalf in connection with an AppliedAI account, including for marketing purposes.

## OPUS PARTNER MARKETPLACE

### Community Guidelines

#### Version 1 : 7 March 2025

We want Opus to be a respectful, safe, and positive place for everyone. Our Community Guidelines help us protect these values and provide guidance to experts on how to use the Opus platform.

We created the Community Guidelines so you can help us foster and protect this amazing community. By using Opus, you agree to these guidelines and our Terms of Use. These guidelines apply to everyone using the platform. Not following these guidelines may result in removal from tasks, disabled accounts, or other restrictions.

### Complete Tasks with Integrity

Your tasks help automate manual processes for End Users. We trust you with completing these tasks accurately! Workers should:

- Complete all tasks by yourself to the best of your ability without seeking the assistance of other persons, technological automation such as bots or scripts, or third-party materials or tools - unless specifically required by an Opus administrator.
- Complete tasks in a diligent, timely, and honest manner to the best of your ability.
- Treat everyone with respect.
- Communicate in a language that is accessible to those working on the project.
- Use the appropriate channel for raising questions or concerns.
- Only represent yourself as an independent contractor of AppliedAI, and not an employee of AppliedAI or any related entity.

To maintain trust in our platform for customers and other users, you must not:

- Share Account credentials with any other person;
- Create multiple Accounts, or falsely change Account information; or inaccurately represent who you are, where you are located, or your experience;
- Sell or purchase Accounts; or
- Manipulate or exploit the platform, tools, or instructions to gain advantage or artificially inflate pay.

### Keep our Community Safe

The following indecent, inauthentic, or fraudulent behavior is prohibited on Opus and Opus-related platforms:

- Falsely representing yourself as an Opus administrator;
- Posting messages that are obscene, indecent, vulgar, pornographic, sexual, hateful, or otherwise objectionable;
- Sending spam messages or links, and/or personal referral links in an aggressive, or otherwise inappropriate fashion;

- Uploading or attempting to transmit files that contain viruses, Trojan horses, corrupted files, or data;
- Improperly using support channels to make false or frivolous reports;
- Exploiting, distributing, or publicly informing other members of any error, miscue, or bug (“**Error**”) that gives an unintended advantage;
- Sharing or distributing any customer’s personally identifiable information or content to others. This includes, but is not limited to: customer names, company names, physical or email addresses, tasker names, worker IDs or email addresses, phone numbers, and project content.

## Respect Confidentiality

AppliedAI takes its confidentiality obligations to its clients seriously and asks that you do the same. To ensure respect for this confidentiality, the following is not allowed:

- Disclosing the identity of End Users;
- Downloading, transmitting, copying, or distributing any AppliedAI Materials outside of AppliedAI Systems;
- Maintaining any records or logs related to AppliedAI Materials outside of AppliedAI Systems;
- Printing any AppliedAI Materials;
- Sending any AppliedAI Materials to your personal email address;
- Storing or saving AppliedAI Materials on personal devices or with non-AppliedAI managed third party cloud storage providers; or
- Sharing or disclosing confidential End User data or information

## Keep Our Systems Secure

You may not violate AppliedAI Systems’ security or integrity or use AppliedAI Systems to violate the security or integrity of any network, computer, or communications system, software application, or network or computing device. Prohibited activities include, but are not limited to, the following:

- Working around any technical limitations within AppliedAI Systems that only allow you to use AppliedAI Systems in certain ways;
- Using a VPN or other technologies to mislead AppliedAI Systems about your location or identity - VPN may only be used if specifically requested by an Opus administrator;
- Inundating either AppliedAI Systems or other systems with communications or requests in a deliberate attempt to overload that system or otherwise disrupt its proper operation;
- Attempting to probe, scan, or test the vulnerability of AppliedAI Systems or to breach any security or authentication measures used by AppliedAI Systems;
- Monitoring, crawling, or scraping data or content in AppliedAI Systems;
- Monitoring data or traffic on AppliedAI Systems; or
- Damaging, interfering with, intercepting, or expropriating any system, program, audit logs, or data via User Content or other computer technology, including viruses, Trojan, worms, or other malware.

If at any time you become aware or have reason to believe that there has been any misuse, compromise, loss, unauthorized disclosure or acquisition of, or access to AppliedAI Systems or AppliedAI Materials, you agree that you will promptly notify AppliedAI at [legal@aaico.com](mailto:legal@aaico.com).

### **Permitted Countries**

You may not be located in or use the AppliedAI Systems in any country that is subject to U.S. export restrictions, currently including, but not necessarily limited to:

- Russia
- Cuba
- Iran
- North Korea
- Sudan
- Syria