

## Terms and Conditions

Last updated: March 2, 2026

### 1. Acceptance of Terms

These Terms and Conditions ("Terms") constitute a legally binding agreement between you ("User," "you," or "your") and Unproductive AI Inc., a Delaware C corporation ("Company," "we," "us," or "our"), governing your use of the Mixies platform, including all related services, features, and content (collectively, the "Service").

By checking the "I agree to the Terms and Conditions" checkbox and completing the registration process, you acknowledge that you have read, understood, and agree to be bound by these Terms in their entirety. If you do not agree to these Terms, do not register for or use the Service.

**Electronic Acceptance.** By clicking "I agree," checking the acceptance checkbox, or otherwise indicating your acceptance electronically, you acknowledge and agree that your electronic acceptance constitutes your legal signature, acceptance, and agreement to be bound by these Terms, with the same force and effect as a handwritten signature, pursuant to the federal Electronic Signatures in Global and National Commerce Act (E-SIGN Act, 15 U.S.C. Section 7001 et seq.), the Uniform Electronic Transactions Act (UETA), and any applicable state electronic transaction laws. You further consent to receive all communications, agreements, and notices electronically, including via email or through the Service.

**Age Requirement — Adults Only.** THE SERVICE IS STRICTLY FOR ADULTS ONLY. You must be at least 18 years of age (or the age of majority in your jurisdiction, whichever is greater) to register for or use the Service. By agreeing to these Terms, you represent and warrant that you are at least 18 years old. If you are under 18, you are prohibited from registering for, accessing, or using the Service in any way. If you are registering on behalf of an organization, you represent that you have the authority to bind that organization to these Terms.

**Children's Privacy.** The Service is not directed to, and we do not knowingly collect personal information from, anyone under the age of 18. The Service is not intended for children under 13 as defined by the Children's Online Privacy Protection Act ("COPPA"). If we learn that we have collected personal information from anyone under 18, we will take reasonable steps to delete such information promptly and terminate the associated account. If you believe a minor has provided us with personal information, please contact us immediately at [hello@mixies.ai](mailto:hello@mixies.ai).

You acknowledge that you have had the opportunity to review these Terms with legal counsel of your choosing prior to accepting them, and that you are not relying on any representations by Unproductive AI Inc. or its agents other than those expressly set forth in these Terms.

### 2. Description of Service

Mixies is an AI-powered networking platform that uses artificial intelligence and machine learning technologies to facilitate professional connections at events, including Podcast Movement Evolutions 2026. The Service includes, but is not limited to:

AI-powered attendee matching and networking recommendations

An AI text messaging agent ("Mixie Agent") that communicates with users to understand their networking goals

Email-based introductions and match notifications

Profile creation and management

The Service is provided on an "as available" basis, and we reserve the right to modify, suspend, or discontinue any aspect of the Service at any time without prior notice.

### 3. Data Collection

When you register for and use the Service, we collect the following categories of information:

**Registration Data:** Your first and last name, email address, phone number, and LinkedIn profile URL (if provided)

**Conversation Data:** Messages, responses, and information you share with the Mixie Agent via text message, email, or any other communication channel

**Usage Data:** Information about how you interact with the Service, including timestamps, frequency of use, features accessed, and engagement patterns

**Device and Technical Data:** Browser type, IP address, device identifiers, and other technical information collected automatically

**Derived Data:** Inferences, profiles, preferences, and insights generated by our AI systems based on the data you provide and your interactions with the Service

You acknowledge and agree that all data you provide to the Service, including information shared in conversations with the Mixie Agent, constitutes data collected under these Terms.

### 4. How We Use Your Data

By agreeing to these Terms, you grant Unproductive AI Inc. a worldwide, royalty-free, sublicensable, transferable, and perpetual license to use, process, and analyze your data for the following purposes:

**Service Delivery:** To provide, operate, maintain, and improve the Mixies platform, including generating AI-powered networking matches and facilitating introductions

**AI and Machine Learning Model Training:** To train, develop, improve, and refine our artificial intelligence and machine learning models, algorithms, and systems. This includes using your registration data, conversation data, usage patterns, and any other information collected through the Service to enhance the performance, accuracy, and capabilities of our AI technologies, both for the Mixies platform and for other products and services developed by Unproductive AI Inc.

**Research and Development:** To conduct internal research, analysis, and development of new products, services, features, and technologies

**Analytics and Insights:** To generate aggregated, anonymized, or de-identified analytics, reports, benchmarks, and insights for internal business purposes and for sharing with partners, investors, and third parties

Communications: To send you networking matches, introductions, event updates, marketing communications, and other messages related to the Service or our other products

Personalization: To customize and personalize your experience with the Service and other Unproductive AI Inc. products

Legal and Safety: To enforce these Terms, protect our rights and property, prevent fraud, and comply with applicable law

You acknowledge that data used for AI model training and research purposes may be retained indefinitely, even after account deletion, in a form that has been incorporated into our models or aggregated datasets.

#### 5. Anonymized and Aggregated Data

We may create anonymized, de-identified, or aggregated data from information collected through the Service ("Anonymized Data"). Anonymized Data does not, on its own, permit identification of individual users. You agree that:

We own all Anonymized Data and may use it for any lawful purpose without restriction, obligation, or compensation to you

We may share Anonymized Data internally across all departments, teams, and affiliates of Unproductive AI Inc.

We may share Anonymized Data with third-party partners, investors, clients, event organizers, sponsors, researchers, and other external parties

We may publish Anonymized Data in reports, case studies, presentations, marketing materials, and research papers

We may use Anonymized Data to develop, market, and sell products and services to third parties

Anonymized Data may be retained and used indefinitely, even after termination of your account

#### 6. Text Messaging Consent

By providing your phone number and agreeing to these Terms, you provide your express written consent for Unproductive AI Inc. to contact you via text message (SMS and MMS) at the phone number you provide, using automated technology, including but not limited to AI-generated messages, autodialer systems, and prerecorded or artificial voice messages. This consent applies to messages sent by the Mixie Agent and any other messaging systems operated by or on behalf of Unproductive AI Inc.

You consent to receive the following types of text messages:

Questions about your networking goals, preferences, and interests

Match notifications and introduction suggestions

Event-related reminders, updates, and scheduling communications

Follow-up communications and surveys

Marketing and promotional messages about Mixies and other Unproductive AI Inc. products and services

Transactional messages related to your account and use of the Service

Message frequency varies but may include multiple messages per day during active event periods and periodic messages at other times. Message and data rates may apply. You may opt out of text messages at any time by replying STOP to any message. For help, reply HELP to any message or contact hello@mixies.ai. However, opting out of text messages may limit or prevent your ability to use certain features of the Service, including the Mixie Agent. Opting out of marketing messages does not opt you out of transactional messages related to the Service.

You represent and warrant that: (a) you are the owner or authorized user of the phone number provided; (b) you are authorized to consent to receiving text messages at that number; (c) the phone number you provided is accurate and current; and (d) you will promptly notify us if your phone number changes. You agree that Unproductive AI Inc. shall not be liable for any charges incurred by you as a result of text messages sent in accordance with this consent. Carriers are not liable for delayed or undelivered messages.

You acknowledge that by providing this consent, you are waiving certain rights under the Telephone Consumer Protection Act (47 U.S.C. Section 227) and comparable state laws, including the right to receive monetary damages for text messages or calls sent in accordance with this consent.

This consent is not a condition of purchasing any goods or services, but is required to use the text-messaging features of the Service.

#### 7. Email Communications and Email Sharing Consent

**Consent to Receive Emails.** By providing your email address and agreeing to these Terms, you expressly consent to receive emails from Unproductive AI Inc. including but not limited to:

Networking match notifications and introduction emails connecting you directly with other participants

Event-related communications for Podcast Movement Evolutions 2026 and other events

Service updates, announcements, and transactional messages related to your account

Marketing and promotional communications about Mixies, future Mixies events, and other products and services offered by Unproductive AI Inc. and its partners

Surveys, feedback requests, and research communications

**Consent to Share Your Email with Matches.** You expressly consent to Unproductive AI Inc. sharing your email address with other users you are matched with through the Service for the purpose of facilitating introductions, networking, and direct communication between matched participants. Once your email has been shared with a match, we cannot control how that individual uses your email address. You acknowledge and accept this risk.

You may unsubscribe from promotional and marketing emails at any time using the unsubscribe link in any email. However, you may not opt out of transactional emails related to your account, match introductions, and use of the Service. Unsubscribing from promotional emails does not revoke your consent to have your email shared with matches as part of the core Service functionality.

## 8. Third-Party Sharing

You acknowledge and agree that we may share your information with the following categories of third parties:

**Other Users / Matches:** Your name, email address, LinkedIn profile, and other relevant networking information will be shared with other Mixies users you are matched with to facilitate direct introductions, email connections, and ongoing communication between matched participants. You consent to your matches contacting you directly via the email address you provided.

**Service Providers:** Third-party vendors, contractors, and service providers who assist in operating the Service, including but not limited to cloud hosting providers, messaging platforms, analytics providers, and AI/ML infrastructure providers

**Event Partners:** Event organizers, sponsors, and partners associated with Podcast Movement and other events where Mixies operates

**Business Partners:** Partners with whom we collaborate to provide or enhance the Service or develop new products and services

**Affiliates:** Any current or future parent company, subsidiary, or affiliate of Unproductive AI Inc.

**Business Transfers:** In connection with any merger, acquisition, sale of assets, financing, or transfer of all or a portion of our business, your data may be transferred to the acquiring or surviving entity

**Legal Requirements:** When required by law, regulation, legal process, or governmental request, or when we believe disclosure is necessary to protect our rights, safety, or property

We do not sell your personal information as defined under the California Consumer Privacy Act, as amended by the California Privacy Rights Act ("CCPA/CPRA"). To the extent any disclosure described in these Terms constitutes a "sale" or "sharing" under the CCPA/CPRA, California residents may exercise their right to opt out by contacting us at [hello@mixies.ai](mailto:hello@mixies.ai). You may also designate an authorized agent to make privacy requests on your behalf, subject to our verification of the agent's authority. We will not deny you goods or services, charge different prices, or provide a different level of quality for exercising any privacy rights available to you under applicable law.

## 9. Intellectual Property

All right, title, and interest in and to the Service, including all software, algorithms, AI models, machine learning models, interfaces, content, trademarks, and other intellectual property, are and shall remain the exclusive property of Unproductive AI Inc. Nothing in these Terms grants you any right, title, or interest in the Service other than the limited right to use the Service in accordance with these Terms.

Any data, insights, models, algorithms, or other intellectual property created, developed, or derived by Unproductive AI Inc. using your data (including through AI model training) shall be the sole and exclusive property of Unproductive AI Inc., and you hereby assign to us any rights you may have in such derived works.

## 10. AI Technology Disclaimer and Assumption of Risk

You explicitly acknowledge and agree that:

The Service relies on artificial intelligence and machine learning systems that are experimental in nature and may malfunction, produce errors, or behave unpredictably

AI-generated responses, matches, introductions, and communications may be incomplete, inaccurate, misleading, or inappropriate despite our best efforts

The AI may misinterpret information you provide, create inaccurate profiles or summaries, or draw incorrect inferences about your preferences and goals

We make no guarantees about the AI's ability to understand context, tone, intent, or subtle meanings in your communications

The AI may inadvertently disclose, mischaracterize, or share information in ways you did not intend

We are not responsible for any misunderstandings, miscommunications, or errors arising from AI-generated content or interactions

Networking matches and recommendations are generated automatically and may not be optimal, relevant, or appropriate

The Service should not be relied upon for professional, medical, legal, or financial decisions

No Professional Advice. The Service, including all AI-generated content, matches, recommendations, and communications, does not constitute and shall not be construed as professional advice of any kind, including but not limited to legal, financial, investment, tax, accounting, medical, psychological, employment, business, or career advice. You should not rely on the Service as a substitute for consultation with qualified professionals. Any actions you take based on information provided through the Service are taken at your own risk and sole discretion.

PERSONAL SAFETY WARNING: THE SERVICE MAY RESULT IN YOU MEETING IN PERSON WITH INDIVIDUALS WHO ARE STRANGERS TO YOU. UNPRODUCTIVE AI INC. DOES NOT CONDUCT BACKGROUND CHECKS, CRIMINAL HISTORY CHECKS, IDENTITY VERIFICATION, OR ANY OTHER SCREENING OF USERS. WE CANNOT AND DO NOT GUARANTEE THE IDENTITY, CHARACTER, BEHAVIOR, INTENTIONS, OR TRUSTWORTHINESS OF ANY USER. YOU ASSUME ALL RISKS ASSOCIATED WITH MEETING OR INTERACTING WITH ANY OTHER USER, WHETHER IN PERSON, ONLINE, OR THROUGH ANY OTHER MEDIUM. YOU ARE SOLELY RESPONSIBLE FOR TAKING APPROPRIATE SAFETY PRECAUTIONS IN ALL INTERACTIONS WITH OTHER USERS, INCLUDING MEETING IN PUBLIC PLACES AND INFORMING OTHERS OF YOUR PLANS.

YOU USE THE SERVICE AND INTERACT WITH THE AI AT YOUR OWN RISK. YOU ACCEPT FULL RESPONSIBILITY FOR ANY CONSEQUENCES ARISING FROM YOUR USE OF THE SERVICE, INCLUDING ANY RELIANCE ON AI-GENERATED CONTENT OR RECOMMENDATIONS.

## 11. User Conduct and Representations

Required Conduct. You agree to:

Provide accurate and truthful information about yourself  
Not use the Service for harassment, stalking, or any harmful purpose  
Not attempt to manipulate, deceive, reverse-engineer, or exploit the AI system  
Respect the privacy and personal information of other participants  
Not use the Service for any commercial, promotional, or solicitation purposes without our explicit written permission  
Not record, transcribe, screenshot, or redistribute AI conversations or match information without our permission  
Not use the Service for any illegal or unauthorized purpose  
Not share your account access or registration with any third party  
Not attempt to access, scrape, or collect data about other users through automated means  
User Representations. You represent and warrant that:

You are at least 18 years of age (no minors may use the Service under any circumstances)  
You have the legal capacity to enter into these Terms  
All information you provide is accurate and truthful  
You will not share sensitive personal information (such as financial, medical, or government-issued identification details) during AI interactions  
You understand that other participants may misrepresent themselves and that we do not verify participant identities  
You accept all risks associated with virtual and in-person interactions with other participants  
You will not hold Unproductive AI Inc. responsible for any outcomes of participant connections or introductions  
Personal Responsibility. You acknowledge that:

You are solely responsible for your decision to participate in the Service  
You are solely responsible for any information you choose to share with the AI or other participants  
You are solely responsible for verifying any information received from other participants or the AI  
You will exercise appropriate caution and judgment in all participant interactions, whether virtual or in-person  
You will not rely on AI-generated content, advice, or recommendations for important personal or business decisions

## 12. Data Retention

We retain your personal information for as long as necessary to provide the Service, fulfill the purposes described in these Terms, comply with legal obligations, resolve disputes, and enforce our agreements. Specifically:

Registration and account data may be retained for the duration of your account and for a reasonable period thereafter  
Conversation data and usage data may be retained indefinitely for AI model training, research, and improvement purposes  
Anonymized and aggregated data may be retained indefinitely

Data that has been incorporated into AI models or training datasets may persist within those models even after your personal data has been deleted from our active systems  
You may request deletion of your identifiable personal data by contacting us. However, you acknowledge that we are not required to delete data that has been anonymized, aggregated, or incorporated into AI models, and that such deletion may not be technically feasible.

### 13. Your Rights

Subject to applicable law, you may have the following rights with respect to your personal information:

Request access to the personal information we hold about you

Request correction of inaccurate personal information

Request deletion of your personal data, subject to the limitations described in Section 12

Opt out of text messages by replying STOP

Unsubscribe from promotional email communications

To exercise any of these rights, contact us at [hello@mixies.ai](mailto:hello@mixies.ai). We will respond to verified requests within 45 calendar days of receipt. We may extend this period by an additional 45 calendar days where reasonably necessary, provided we notify you of the extension and the reason for it. We may require verification of your identity before processing any request. You may designate an authorized agent to make requests on your behalf, subject to our verification of the agent's authority. We reserve the right to deny requests that are unreasonable, repetitive, or not required by applicable law.

### 14. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNPRODUCTIVE AI INC. DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, OR QUALITY OF ANY NETWORKING MATCHES, INTRODUCTIONS, OR RECOMMENDATIONS PROVIDED THROUGH THE SERVICE. WE DO NOT GUARANTEE ANY SPECIFIC OUTCOMES, CONNECTIONS, OR RESULTS FROM USING THE SERVICE.

YOU ACKNOWLEDGE THAT THE SERVICE RELIES ON AI AND MACHINE LEARNING TECHNOLOGIES THAT MAY PRODUCE INACCURATE, INCOMPLETE, OR UNEXPECTED RESULTS, AND YOU USE THE SERVICE AT YOUR OWN RISK.

### 15. Limitation of Liability and Release

Release of Liability. By using the Service, you agree to release and hold harmless Unproductive AI Inc., its affiliates, officers, directors, employees, contractors, agents, and partners from any and all claims, demands, damages, rights, and actions of any kind arising from:

AI-generated content, communications, profiles, or recommendations  
Interactions with other participants, whether virtual, in-person, or through any other medium  
Accuracy, completeness, or reliability of shared information or AI-generated content  
Quality or success of suggested matches, introductions, or connections  
Any interactions, communications, or occurrences that take place between participants after introductions are made through the Service  
Any continuation of conversations or relationships via email, text, social media, or other means after participants are connected  
Any emotional distress, discomfort, or harm caused by AI interactions, participant matches, or information shared through the Service  
Any misuse of shared information by other participants  
Any business, personal, reputational, or financial losses related to the Service  
Any claims related to privacy or data protection arising from your participation  
Any technical malfunctions, service interruptions, or data loss

Limitation of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL UNPRODUCTIVE AI INC., ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, OR ASSIGNS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, DATA, USE, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH:

YOUR USE OF OR INABILITY TO USE THE SERVICE  
ANY NETWORKING MATCHES, INTRODUCTIONS, OR CONNECTIONS MADE THROUGH THE SERVICE  
ANY CONDUCT OR CONTENT OF ANY OTHER USER OR THIRD PARTY ON OR THROUGH THE SERVICE  
UNAUTHORIZED ACCESS TO, USE OF, OR ALTERATION OF YOUR DATA OR TRANSMISSIONS  
ANY AI-GENERATED CONTENT, RECOMMENDATIONS, OR COMMUNICATIONS  
ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES ARISING FROM USE OF THE SERVICE  
ANY OTHER MATTER RELATED TO THE SERVICE

IN NO EVENT SHALL OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID TO US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (\$100.00).

THE LIMITATIONS OF THIS SECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE),

STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 16. Indemnification

You agree to indemnify, defend, and hold harmless Unproductive AI Inc. and its officers, directors, employees, agents, affiliates, contractors, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and legal costs) arising out of or in connection with:

Your use of the Service or participation in any event

Your violation of these Terms

Your violation of any rights of any third party

Any information or content you provide to the Service, including any false or misleading information

Any interactions or communications with other users facilitated through the Service

Any unauthorized use of the Service or your account

Any claims arising from your interactions with other participants after introductions are made

We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of such claims.

#### 17. Termination and Suspension

Company Rights. We reserve the right, in our sole discretion, to:

Terminate or suspend your access to the Service at any time, with or without cause and with or without notice

Modify, suspend, or discontinue the Service or any feature thereof without notice

Remove or ban participants who violate these Terms or who we determine, in our sole discretion, pose a risk to other users or the Service

Retain all data collected prior to termination in accordance with these Terms

Share relevant information with law enforcement or regulatory authorities if we believe it is necessary

Take any other action we deem appropriate to protect our interests, our users, or third parties

Effects of Termination. Upon termination of your access:

All rights granted to you under these Terms will immediately cease

You must discontinue all use of the Service

You remain bound by any obligations that by their nature survive termination

We may retain your information as described in Section 12 (Data Retention) and as required by law

No refunds will be provided for any fees paid

All pending introductions or matches may be cancelled without notice

Survival. The following sections shall survive termination of these Terms: Sections 4 (How We Use Your Data), 5 (Anonymized and Aggregated Data), 9 (Intellectual Property), 10 (AI

Technology Disclaimer), 12 (Data Retention), 14 (Disclaimer of Warranties), 15 (Limitation of Liability), 16 (Indemnification), 18 (Dispute Resolution), 19 (Governing Law), 21 (Monitoring and Recording), 25 (Time Limitation on Claims), 26 (Assignment), 28 (No Third-Party Beneficiaries), and any other provisions that by their nature should survive termination.

#### 18. Dispute Resolution and Arbitration

**Mandatory Arbitration:** Any dispute, claim, or controversy arising out of or relating to these Terms or the Service ("Dispute") shall be resolved exclusively through final and binding arbitration, rather than in court. The arbitration shall be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator. The seat of arbitration shall be Wilmington, Delaware.

**Class Action Waiver:** YOU AND UNPRODUCTIVE AI INC. AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a class, consolidated, or representative proceeding.

**Arbitrator's Authority:** The arbitrator shall have no authority to award punitive, exemplary, or consequential damages, or any damages excluded or limited by these Terms. The arbitrator's award shall be limited to the remedies available under Section 15 (Limitation of Liability) of these Terms.

**Arbitration Fees:** For claims under \$10,000, Unproductive AI Inc. will pay all AAA filing, administration, and arbitrator fees. For claims above \$10,000, filing and administration fees shall be allocated in accordance with the AAA rules, unless the arbitrator determines that such costs would be prohibitively expensive for you, in which case we will pay a portion of such fees as the arbitrator deems necessary.

**Confidentiality:** All aspects of the arbitration proceeding, including the filing, proceedings, documents exchanged, arbitrator's decision, and award, shall be strictly confidential. Neither party shall disclose the existence, content, or results of any arbitration without the prior written consent of the other party, except as required by law or to enforce the arbitration award.

**Exceptions:** Notwithstanding the above, (a) either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of intellectual property rights; and (b) either party may bring qualifying claims in small claims court in the county where you reside, provided the claim falls within the jurisdictional limits of such court and is brought on an individual (non-class) basis.

**Opt-Out:** You may opt out of this arbitration provision by sending written notice to [hello@mixies.ai](mailto:hello@mixies.ai) within 30 days of first accepting these Terms. If you opt out, disputes will be resolved in the courts specified in Section 19.

#### 19. Governing Law and Jurisdiction

These Terms and any Dispute arising out of or related to these Terms or the Service shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

To the extent that litigation is permitted under these Terms (including if you opt out of arbitration), you agree to submit to the exclusive personal jurisdiction of the state and federal courts located in New Castle County, Delaware, and you waive any objection to jurisdiction or venue in such courts.

WAIVER OF JURY TRIAL: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND UNPRODUCTIVE AI INC. EACH IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS, THE SERVICE, OR ANY TRANSACTIONS CONTEMPLATED HEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (C) SUCH PARTY MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THESE TERMS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

#### 20. Changes to These Terms

We reserve the right to modify these Terms at any time in our sole discretion. If we make material changes, we will notify you by email or through the Service. Your continued use of the Service after any changes to these Terms constitutes your acceptance of the revised Terms. If you do not agree to the revised Terms, you must stop using the Service.

We encourage you to review these Terms periodically for any updates.

#### 21. Monitoring and Recording Consent

You consent to the monitoring, recording, storage, and review of all communications between you and the Service, including but not limited to text messages, emails, and any other communications with the Mixie Agent or other automated systems. This monitoring and recording is conducted for quality assurance, AI model training and improvement, dispute resolution, safety, legal compliance, and the other purposes described in these Terms.

You waive any rights or claims under federal or state wiretapping, eavesdropping, or electronic surveillance laws (including but not limited to the Electronic Communications Privacy Act (18 U.S.C. Section 2510 et seq.), the California Invasion of Privacy Act (Cal. Penal Code Section

630 et seq.), and comparable state laws) in connection with our monitoring, recording, and use of such communications as described herein.

## 22. International Users

The Service is operated from and hosted in the United States. If you are located in the European Economic Area (EEA), United Kingdom, or any other jurisdiction outside the United States, you acknowledge that your data will be transferred to and processed in the United States, which may not provide the same level of data protection as your home jurisdiction. By using the Service, you expressly consent to this transfer and processing.

For users in the EEA/UK, the lawful bases for processing your personal data are: (a) your consent, as provided when you agree to these Terms; (b) performance of the contract between you and Unproductive AI Inc.; and (c) our legitimate interests in operating, improving, and marketing the Service.

You may have additional rights under applicable law, including the right to: access your data; rectify inaccurate data; erase your data; restrict processing; data portability; object to processing; withdraw consent at any time without affecting the lawfulness of prior processing; and lodge a complaint with your local data protection authority. To exercise these rights, contact us at [hello@mixies.ai](mailto:hello@mixies.ai).

## 23. Data Security and Breach Notification

We implement reasonable administrative, technical, and physical safeguards designed to protect your personal information against unauthorized access, alteration, disclosure, or destruction. However, no method of transmission over the internet or electronic storage is completely secure, and we cannot guarantee absolute security.

In the event of a data breach involving your personal information, we will notify you in accordance with applicable law. You acknowledge that you provide your information at your own risk.

## 24. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from any cause beyond the reasonable control of that party, including but not limited to: acts of God; natural disasters; epidemics or pandemics; war, terrorism, or civil unrest; government actions, orders, or regulations; cyberattacks, denial of service attacks, or other malicious acts by third parties; failure of third-party services, internet service providers, cloud hosting providers, or telecommunications networks; power outages; labor disputes; or any other event beyond our reasonable control. During any such event, our obligations under these Terms shall be suspended for the duration of the event, and we shall not be liable for any resulting delays, failures, or interruptions in the Service.

## 25. Time Limitation on Claims

YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR BE FOREVER BARRED. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF WHEN YOU BECAME AWARE OF THE FACTS GIVING RISE TO THE CLAIM. THIS SECTION DOES NOT APPLY WHERE A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW THAT CANNOT BE WAIVED BY CONTRACT.

#### 26. Assignment

You may not assign or transfer these Terms or any rights or obligations hereunder, by operation of law or otherwise, without our prior written consent. Any attempted assignment without such consent shall be null and void. We may freely assign or transfer these Terms, in whole or in part, without restriction and without notice to you, including in connection with any merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their successors, and permitted assigns.

#### 27. Notices

Any notices or other communications required or permitted under these Terms shall be in writing and shall be deemed given: (a) when delivered personally; (b) when sent by confirmed email to, in our case, [hello@mixies.ai](mailto:hello@mixies.ai), and in your case, the email address associated with your account; or (c) one (1) business day after deposit with a nationally recognized overnight courier, addressed to the party at its address set forth herein. You are responsible for keeping your email address current and agree that notice sent to your most recent email address on file constitutes effective notice. Email notice shall be deemed received on the date sent if sent during normal business hours of the recipient, and on the next business day if sent outside normal business hours.

#### 28. No Third-Party Beneficiaries

These Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

#### 29. Accessibility

Unproductive AI Inc. strives to make the Service accessible to all users. However, we do not warrant that the Service complies with all accessibility standards, including the Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act, or the Web Content Accessibility Guidelines (WCAG). If you experience accessibility barriers, please contact us at [hello@mixies.ai](mailto:hello@mixies.ai) and we will make reasonable efforts to accommodate your needs.

#### 30. General Provisions

**No Waiver.** The failure of Unproductive AI Inc. to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms shall be effective only if in writing and signed by Unproductive AI Inc. A waiver of any right or remedy on one occasion shall not be deemed a waiver of such right or remedy on any subsequent occasion.

**Section Headings.** The section headings in these Terms are for convenience only and shall not affect the interpretation of any provision.

**Biometric Data.** The Service does not knowingly collect biometric identifiers or biometric information as defined under the Illinois Biometric Information Privacy Act (BIPA) or similar state laws. Do not submit biometric data (including photographs, voice recordings, or fingerprints) through the Service.

**Export Controls and Sanctions.** The Service may be subject to U.S. export control and sanctions laws and regulations. You agree that you will not use, export, re-export, or transfer the Service in violation of any applicable export control laws, including the Export Administration Regulations (EAR) maintained by the U.S. Department of Commerce, or trade or economic sanctions maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC). You represent and warrant that you are not located in, under the control of, or a national or resident of any country subject to comprehensive U.S. sanctions, and that you are not listed on any U.S. government restricted party list.

### 31. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court or arbitrator of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, or if modification is not possible, shall be severed from these Terms. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

### 32. Entire Agreement

These Terms, together with any other agreements or policies referenced herein, constitute the entire agreement between you and Unproductive AI Inc. with respect to the Service and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter hereof.

### 33. Contact Us

If you have questions about these Terms and Conditions, please contact us at:

Unproductive AI Inc.

Email: [mixies@unproductive.ai](mailto:mixies@unproductive.ai)