

Darmiyan, Inc. Terms of Service

Last updated: May 24, 2023

1. Your Use of Our Services

Darmiyan, Inc. (“Darmiyan,” “Us,” and “We”) offers the software application for computers and later for mobile devices entitled “BrainSee” (the “App”), which enables users to share personal health-related information (“Health Information”) with Darmiyan, Inc. (collectively, the “Services”). Your use of the Services is subject to the terms set out below, including but not limited to, Darmiyan’s Privacy Policy, which is hereby incorporated by reference (collectively, the “Terms”).

These Terms and any of the documents referred to in the Terms create a legally binding agreement between you and Darmiyan. Please read them carefully.

2. Accepting these Terms

In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms. By clicking the “I Agree” button or by accessing, visiting, browsing, using, or attempting to interact with any part of Darmiyan’s website located at www.darmiyan.com (the “Website”) or the App, you agree to be bound by the Terms in all respects.

3. Changes to these Terms

Darmiyan reserves the right to modify these Terms from time to time. Each time modifications are made to these Terms, a revised version of these Terms will be made available at the Website and within the App. If you continue to use the Services after such modification, you will be deemed to have read, understood, and unconditionally agreed to such changes. You are encouraged to regularly check the Website to view the most current version of these Terms.

4. Privacy Policy

In order to make the Services available to you, Darmiyan will need to collect information and/or personal data from you. The information and/or data collected will be used in accordance with our Privacy Policy, which is available at www.darmiyan.com. Darmiyan may update the Privacy Policy from time to time, so please periodically review the Privacy Policy.

5. Account Terms

A. Registration for Services

In order to access certain Services, you may be required to provide information about yourself as part of the registration process for the Services or as part of your continued use of the Services.

You must provide your name, your date of birth, your sex, City where you live, and a valid email address, user name, and a password to create your account with Us ("Account"). You understand that you are responsible for maintaining the confidentiality of your password and other Account information. Accordingly, you agree that you will be solely responsible to Darmiyan for all activities that occur under your Account, and We are not responsible for problems with your Account due to misuse of your user name and/or password. If you become aware of, or suspect, any unauthorized use of your user name, password, or Account, you agree to notify Us immediately at brainsee@darmiyan.com.

B. Account Requirements

There are several requirements related to the creation and maintenance of an Account:

- When creating an Account, you must provide true, accurate, current, and complete information about yourself.
- You must maintain and promptly update your Account information to keep it true, accurate, current, and complete.
- In order to open an Account, you must be age 18 or older. The Services are available for use by children, but any Account used by a child under the age of 18 must be opened and maintained by the user's parent or legal guardian. If you open and maintain an Account on behalf of a user under the age of 18, you will be fully responsible for complying with these Terms.
- One person may maintain no more than one Account.
- You must not create an Account or use the Services if your Account has been previously terminated by Darmiyan or if you have been previously banned from any of the Services.
- A breach or violation of any term in the Terms, as determined in the sole discretion of Darmiyan, will result in an immediate termination of your Account and your access to the Services.

6. The Application

A. License Grant

Subject to your compliance with these Terms, Darmiyan grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the App on any mobile device or computer that you own or

control and to run such copy of the App solely for your own personal or internal business purposes. In addition, with respect to any App accessed through or downloaded from the Apple App Store or any similar store or marketing place (each, an “App Store” and references to an App Store include the corporate entity and its subsidiaries making such App Store available to you), you agree to comply with all applicable third-party terms of the relevant App Store (the “Usage Rules”).

B. App Store

You acknowledge and agree that the availability of the App is dependent on the App Store from which you download the App. However, Darmiyan, not the App Store, is solely responsible for the App, including the App’s content, maintenance, support services, and warranty, and addressing any claims relating thereto. In order to use the App, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the App. You agree to comply with, and your license to use the App is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store’s terms and policies) when using the App.

C. Updates

You understand that the App is evolving. As a result, Darmiyan may require you to accept updates to the App that you have installed on your computer or mobile device. You acknowledge and agree that Darmiyan may update the App with or without notifying you. You may need to update third-party software (e.g., your device’s operating system) from time to time in order to maintain and use the App.

7. Acceptable Use

A. Compliance with Laws and Regulations

Your use of the Services must not violate any applicable laws, including copyright or trademark laws, health and privacy laws, or other laws in your jurisdiction. You are responsible for making sure that your use of the Services is in compliance with laws and any applicable regulations.

B. Service Usage Limits

The rights granted to you in these Terms are subject to the following restrictions:

- You shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or Website (collectively, the “Darmiyan Properties”) or any portion of the Darmiyan Properties.
- You shall not frame or utilize framing techniques to enclose any trademark, logo, or other Darmiyan Properties (including images, text, page layout or form) of Darmiyan.

- You shall not use any metatags or other “hidden text” using Darmiyan’s name or trademarks;
- You shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Darmiyan Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law.
- You shall not access the Darmiyan Properties in order to build a similar or competitive website, application or service.
- Except as expressly stated herein, no part of the Darmiyan Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means.
- You shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Darmiyan Properties. Any future release, update or other addition to the Darmiyan Properties shall be subject to these Terms. Darmiyan, its suppliers and service providers reserve all rights not granted in these Terms. Any unauthorized use of the Darmiyan Properties terminates the licenses granted by Darmiyan pursuant to these Terms.

C. Content Restrictions

You agree that you will not, under any circumstances, post, host, transmit, upload, distribute, or exhibit any text, data, articles, images, photographs, and other content that:

- is unlawful or promotes unlawful activities;
- is deceptive or harmful;
- is libelous, defamatory or fraudulent;
- is discriminatory or abusive toward any individual or group;
- transmits malware or host phishing pages;
- implies or promotes support or funding of, or membership in, a terrorist organization;
- contains or instills any active malware or exploits, or uses our platform for exploit delivery (such as part of a command and control system); or
- infringes or violates any proprietary right of any party, including patent, trademark, trade secret, copyright, right of privacy, right of publicity, or other rights.

D. Conduct Restrictions

You agree that you will not, under any circumstances:

- harass, abuse, threaten, or incite violence towards any individual or group;
- impersonate or any person or entity or otherwise misrepresent your affiliation with a person or entity;
- harm minors in any way;
- interfere with or damage the Darmiyan Properties, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology;
- modify or cause to be modified any files that are a part of the Darmiyan Properties;
- disrupt, overburden, or aid or assist in the disruption or overburdening of any computer or server used to offer or support the Darmiyan Properties, or the enjoyment of the Darmiyan Properties by any other person;
- attempt to gain unauthorized access to the Darmiyan Properties, accounts registered to others, or to the computers, servers or networks connected to the Darmiyan Properties, including, but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device or software that is part of the Darmiyan Properties;
- access, tamper with or use non-public areas of the Darmiyan Properties, the Darmiyan's computer systems, or the technical delivery systems of Darmiyan's providers;
- attempt to probe, scan, or test the vulnerability of any Darmiyan system or network, or breach any security or authentication measures;
- disrupt or interfere with the security of, or otherwise cause harm to, the Darmiyan Properties, systems, resources, accounts, passwords, servers or networks connected to or accessible through the Darmiyan Properties or any affiliated or linked sites; or
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Darmiyan or any of Darmiyan's providers or any other third party to protect the Darmiyan Properties.

E. Privacy

Misuse of the personal information of the Services' users is prohibited.

Any person, entity, or service collecting data from the Services must comply with Darmiyan's Privacy Policy, particularly in regard to the collection of users' personal information. If you collect any user's personal information from the Services, you agree that you will only use the personal information you gather for the purpose of which our user has authorized it. You agree that you will reasonably secure any personal information you have gathered from the Services, and you will promptly respond to complaints, removal request, and "do not contact" requests from Darmiyan or the Services' users.

8. Health Information

A. Sharing Health Information

The Services provides users the ability to communicate your Health Information. You are solely responsible for deciding whether to share your Health Information.

B. Disclosures and Use

As a user of the Services, you authorize Darmiyan to make the following disclosures and uses of your Health Information:

- Darmiyan may use your Health Information as necessary to manage and administer the Services for your use, such as providing you with the services that you have requested through the App; and
- Darmiyan may disclose your Health Information to comply with the law or respond to compulsory legal processes or enforceable governmental requests.

C. Revoking Authorization

The persons that you authorize to receive your Health Information through the Services may not be subject to federal or state health information privacy laws. As such, subsequent disclosure by such persons may not be prohibited and/or protected by those laws. You may revoke all or part of the authorization granted to Darmiyan to disclose your Health Information by submitting a signed and dated statement to brainsee@darmiy.com.

9. Intellectual Property

All content on BrainSee, including but not limited to text, graphics, images, and logos, is the property of Darmiyan, Inc or its content suppliers, and is protected by United States and international copyright laws.

10. Content License

You grant Darmiyan a fully-paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive, and sublicensable, right to use, reproduce, distribute, prepare derivative works of, display, and perform any content, text, information, images, pictures, video, audio-visual files or other materials you upload, post, transmit or otherwise make available through the Services (“Your Content”) for the purposes of operating and providing the Services to you and to other users. You agree that you are responsible for Your Content that you make available on or in the Services.

You represent and warrant that: you own or otherwise control all of the rights to Your Content; that Your Content is accurate; that use of Your Content does not and will not infringe or misappropriate the intellectual property rights of any third party, violate these Terms, or cause injury to any person or entity.

Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Darmiyan.

11. Removal and Monitoring

Darmiyan reserves the right to remove all or any portion of Your Content from the Services for any reason. Such reasons may include, without limitation: (i) your breach of these Terms; (ii) your express termination of the agreement formed by these Terms or of the license grants associated with Your Content; or (iii) an assertion or claim that Your Content infringes the intellectual property rights of a third party or otherwise contains illegal content.

Darmiyan has the right, but not the obligation, to monitor, investigate, or pre-screen any content, text, information, images, pictures, video, audio-visual files or other materials upload, post, transmit or otherwise make available through the Services

12. Proprietary Rights; Copyright Infringement

You acknowledge and agree that We (or our licensors, as applicable) own all legal right, title, and interest in and to the Services, including any intellectual property rights (including but not limited to patents) that subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information, which is designated confidential by Darmiyan and that you shall not disclose such information without Darmiyan’s prior written consent.

You further acknowledge and agree that the Services and any necessary software used in connection with the Services (“Software”) contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that information presented to you through the Services or sponsors is protected by copyrights, trademarks, service marks, patents, or other

proprietary rights and laws. Except as expressly authorized by Darmiyan, you agree not to—and not to permit anyone else to—modify, rent, lease, loan, sell, distribute, or create derivative works of, reverse engineer, decompile, or otherwise attempt to extract the source code of the Services or Software or any part thereof, in whole or in part. Software, if any, that is made available to download from the Services, excluding software that may be made available by end-users through the Services, is the copyrighted work of Darmiyan and/or its suppliers. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software (“License Agreement”). You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms.

Darmiyan, Inc., Darmiyan, and other Darmiyan logos and product and service names are trademarks of Darmiyan and these marks together with any other Darmiyan trade names, service marks, logos, domain names, and other distinctive brand features are the “Darmiyan Marks.” Unless you have agreed otherwise in writing with Darmiyan, other than through the limited license in Section 6.A, nothing in these Terms gives you a right to use any Darmiyan Marks and you agree not to display, or use in any manner, Darmiyan Marks.

You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) that may be affixed to or contained within the Services.

Unless you have been expressly authorized to do so in writing by Darmiyan, you agree that in using the Services, you will not use any trademark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names, or logos.

For any Software not accompanied by a License Agreement, Darmiyan grants you a personal, non-transferable, and non-exclusive right and license to use the object code of its Software on a single computer. You may not (and may not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in the Software unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Darmiyan, in writing. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Darmiyan, in the manner permitted by these Terms. Unless Darmiyan has given you specific written permission to do so, you may not assign (or grant a sublicense of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Darmiyan for use in accessing the Service. Any rights not expressly granted herein are reserved.

Darmiyan supports the protection of intellectual property and asks users of the Services to do the same. If you believe that content on the Services violates your copyright, please submit a "Takedown Notice" at brainsee@darmiyan.com. There may be legal consequences for sending a false or frivolous Takedown Notice. Before sending a takedown request, you must consider legal uses, such as fair use and licensed uses.

It is the policy of Darmiyan, in appropriate circumstances and in its sole discretion, to disable and/or terminate the Accounts of users who repeatedly infringe or are repeatedly charged with infringing upon the copyrights or other intellectual property rights of Darmiyan and/or others.

13. Unauthorized Applications

You understand that the Darmiyan Properties are not designed, intended, authorized, or warranted to be suitable for use in primary health monitoring; life support applications; devices or systems; direct life support machines; and Enhanced 911 or the E911 emergency calling systems (collectively, "Unauthorized Applications"). You warrant that you will not use the Darmiyan Properties for or with any Unauthorized Applications. You further acknowledge and agree that Darmiyan has no obligation to monitor your use of the Services, any vital signs or biometric information, or any other information uploaded by or through the Services to Darmiyan's servers, and that the Darmiyan has no obligation to take any action in response to such information.

In addition, the Darmiyan Properties and the content provided by Darmiyan is not intended or implied to be a substitute for professional medical advice, diagnosis or treatment. All content, including text, graphics, images and information, contained on or available by Darmiyan through the Services is for general information purposes only.

1. Hyperlinks and the Website

The Service provides, and third parties may provide, links to other sites and resources on the Internet. Because We have no control over such sites and resources, you acknowledge and agree that We are not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such hyperlinked site or resource.

2. Disclaimer of Warranties

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. DARMİYAN PROVIDES THE SERVICES "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE WEBSITE AND THE SERVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY, AND NON-INFRINGEMENT.

DARMIYAN DOES NOT WARRANT (I) THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; (II) THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THAT THE INFORMATION PROVIDED THROUGH THE SERVICES IS ACCURATE, RELIABLE OR CORRECT; (IV) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR (V) THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT, OR OTHER MATERIAL OBTAINED FROM THE SERVICES. DARMIYAN DOES NOT CONTROL OR ENDORSE ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES AND, THEREFORE, DARMIYAN SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES.

3. Limitation of Liability

WITHIN THE LIMITS ALLOWABLE BY APPLICABLE LAW, YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF DARMIYAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:

- YOUR USE OR INABILITY TO USE THE SERVICES;
- UNAUTHORIZED ACCESS TO OR ALTERATIONS OF YOUR TRANSMISSIONS OR DATA;
- STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES;
- ANY OTHER USER INTERACTIONS THAT YOU INPUT OR RECEIVE THROUGH YOUR USE OF THE SERVICES; OR
- ANY OTHER MATTER RELATING TO THE DARMIYAN PROPERTIES.

YOU AGREE TO INDEMNIFY AND HOLD US AND (AS APPLICABLE) OUR PARENT, SUBSIDIARIES, AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, INCURRED BY THE INDEMNIFIED PARTIES ARISING OUT OF OR RELATING TO (I) AN ASSERTION THAT YOUR USER-GENERATED CONTENT OR THE USE THEREOF: (A) MAY INFRINGE ANY COPYRIGHT, TRADEMARK, OR

OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY INDIVIDUAL OR ENTITY, OR (B) ARE A MISAPPROPRIATION OF ANY INDIVIDUAL OR ENTITY'S TRADE SECRET, OR CONTAIN ANY LIBELOUS, DEFAMATORY, DISPARAGING, PORNOGRAPHIC, OR OBSCENE MATERIALS; (II) YOUR VIOLATION OF ANY RIGHTS OF A THIRD PARTY; (III) ANY BREACH BY YOU OF YOUR OBLIGATIONS UNDER THESE TERMS; (IV) YOUR UNLAWFUL AND/OR UNAUTHORIZED USE OF, OR ACTIVITIES IN CONNECTION WITH THE SERVICES; (V) YOUR VIOLATION OF ANY APPLICABLE LAW; (VI) YOUR ACCESS TO, USE OF, OR INABILITY TO USE THE SERVICES; AND (VII) ANY NEGLIGENT ACTS, OMISSIONS OR WILLFUL MISCONDUCT BY YOU. THE FOREGOING INDEMNITIES SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THESE TERMS.

TO THE EXTENT NOT PROHIBITED BY LAW, OUR TOTAL LIABILITY TO YOU FOR ANY BREACH OF ANY TERM IN THE TERMS, NEGLIGENCE, OR OTHER DEFAULT SHALL NOT EXCEED THE AMOUNT OF \$100. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY SPECIFIED IN THESE TERMS IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

4. Termination

A. Account Cancellation

It is your responsibility to properly cancel your Account. You can cancel your Account at any time by emailing brainsee@darmiyan.com.

B. Upon Cancellation

We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. However, barring legal requirements, We will delete your Account and Your Content upon termination of the Services by either party (though some information may remain in encrypted backups). This information cannot be recovered once your Account is cancelled.

C. Darmiyan's Right to Terminate

Darmiyan reserves the right to suspend or terminate your access to all or any part of the Services for any reason, with or without notice, at any time. Darmiyan also reserves the right to refuse service to anyone for any reason at any time.

In addition, if We are unable to procure the necessary consents and rights under applicable law (including executing a mutually agreeable business associate agreement with your doctor, physician, nurse or other medical professional(s) with whom you have connected via the Services, as may be required by the Health Insurance Portability and Accountability Act of 1996, as amended) to process, store, collect and use your, as a patient, personal health information, including your Health Information, as necessary to provide the Services, We may terminate your access to certain features of the Services as necessary to comply with applicable laws.

5. Miscellaneous

A. Governing Law; Venue

The Terms, and your relationship with Darmiyan under the Terms, shall be governed by the laws of the State of California, regardless of your country of origin or where you access Darmiyan, and notwithstanding of any conflicts of law principles and the United Nations Convention for the International Sale of Goods. You and Darmiyan agree to submit to the exclusive jurisdiction and venue of the courts located in the County of San Francisco, California. Notwithstanding the foregoing, Darmiyan may apply to any court of competent jurisdiction for temporary or preliminary injunctive relief.

B. Complete Agreement

The Terms and the documents referred to in these Terms constitute the whole legal agreement between you and Darmiyan and govern your use of the Services (but excluding any services which Darmiyan may provide to you under a separate written agreement), and completely replace any prior agreements between you and Darmiyan in relation to the Services.

C. Notices

You agree that Darmiyan may provide you with notices, including those regarding changes to the Terms, by email or postings on the Website or Services.

D. Non-Assignability

You may not transfer, assign, charge, or otherwise dispose of these Terms, or any of your rights or obligations arising under them, without our prior written consent, which consent may be withheld in our sole and absolute discretion. Any unauthorized assignment and delegation by you is void.

We may transfer, assign, charge, sub-contract or otherwise dispose of these Terms, or any of our rights or obligations arising under it, at any time during its term.

D. Section Headings and Summaries

Throughout these Terms, each section includes titles. These section titles are not legally binding.

E. Severability, No Waiver, and Survival

You agree that if Darmiyan does not exercise or enforce any legal right or remedy that is contained in the Terms (or which Darmiyan has the benefit of under any applicable law), this will not be taken to be a formal waiver of Darmiyan's rights and that those rights or remedies will still be available to Darmiyan.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid or unenforceable, then that provision will be removed from the Terms without affecting the rest of the Terms and the remaining provisions of the Terms will continue to be valid and enforceable.

In the event of the termination or expiration of these Terms, all of the legal rights, obligations, and liabilities that you and We have benefited from, been subject to (or which have accrued over time while these Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this termination or expiration.

F. Amendments

These Terms may only be modified by a written amendment signed by an authorized representative of Darmiyan.

G. Questions

Questions about the Terms should be sent to brainsee@darmiy.com.