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TERMS OF USE

1. Acceptance.

- a. By availing of the products/services of **slidestudio.io**, you agree that you have read, understood, accepted and agreed with the Terms of Use.
- b. You further agree to the representations made by yourself below. Please discontinue using the service if you do not agree to or fall within the Terms of Use, as stated herein.

2. Amendments to Terms of Use.

Gamut Ascent reserves the right to modify, vary and change the Terms of Use or its policies relating to it at any time as it deems fit. Such modifications, variations and or changes to the Terms of Use or its policies shall be effective upon the posting of an updated version at **slidestudio.io**.

3. Use, Representations, and Warranties.

This Site and its contents including such information as photographs, illustrations, audio files, video files, animations, flash files, data files, code snippets and other material (collectively, "Content") are intended for clients of **slidestudio.io**. You may not use this Site or the Content for any purpose not related to your business with Gamut Ascent.

- a. By using the Product/Service, you expressly represent and warrant that you are legally entitled to accept and agree to the Terms of Use and that you are at least eighteen (18) years old. Without limiting the generality of the foregoing, the Product/Service is not available to persons under the age of eighteen (18) or such persons that are forbidden for any reason whatsoever to enter into a contractual relationship. By using the Product/Service, you further represent and warrant that you have the right, authority and capacity to use the Product/Service and to abide by the Terms of Use. You further confirm that all the information which you provide shall be true and accurate. Your use of the Product/Service is for your own sole, personal use. When using the Product/Service, you agree to comply with all applicable laws whether in your home nation or otherwise in the country, state and city in which you are present while using the Product/Service.
- b. By using the product/service through **slidestudio.io**, you agree that:
 - i. You will only use the Product/Service for lawful purposes and for the purpose for which it is intended to be used;

- ii. You will not use the Site for illegal purposes or for purposes other than obtaining the Product/Service;
- iii. You shall not intentionally or unintentionally cause or attempt to cause damage to any third party;
- iv. You will not disrupt access to the Site, modify the Site, use it to transmit computer viruses, hacking attacks, computer worms, etc. or commit activities that may be found to be a crime;
- v. You will not copy, or distribute this Site's content without written permission from Gamut Ascent, nor impersonate Gamut Ascent or any person or entity or falsely misrepresent your affiliation with Gamut Ascent, or with third parties;
- vi. You agree to provide accurate, current and complete information as required for the Product/Service and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times during the term of this Agreement. You agree that Gamut Ascent may rely on your information as accurate, current and complete. You acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, Gamut Ascent has the right but not the obligation to terminate this Agreement and your use of the Product/Service at any time with or without notice;
- vii. You agree that your use of the Product/Service will be subject to the slidestudio.io's Privacy Policy as may be amended from time to time;
- viii. You agree to assume full responsibility and liability for all loss or damage suffered by yourself, Gamut Ascent or any third party as a result of any breach of the Terms of Use;
- ix. You agree that you are specifically prohibited from: (a) downloading, copying, or re-transmitting any or all of the Site or the Content without, or in violation of, a written license or agreement with Gamut Ascent; (b) using any data mining, robots or similar data gathering or extraction methods; (c) manipulating or otherwise displaying the Site or the Content by using framing or similar navigational technology; (d) registering, subscribing, unsubscribing, or attempting to register, subscribe, or unsubscribe any party for any Gamut Ascent product/service if you are not expressly authorized by such party to do so;
- x. You agree that the Site implements reasonable security measures to protect the stored data, but you also agree that no system is completely secure; and
- xi. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

4. Links to Third Party Sites/Third Party Services.

The Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Gamut Ascent and Gamut Ascent is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Gamut Ascent is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Gamut Ascent of the site or any association with its operators.

Certain products/services made available via slidestudio.io are delivered by third party sites and organizations. By using any product/service or functionality originating from the Site

domain, you hereby acknowledge and consent that Gamut Ascent may share such information and data with any third party with whom Gamut Ascent has a contractual relationship to provide the requested service or functionality on behalf of the Site users and customers.

5. Intellectual Property and Ownership.

All content included as part of the Product/Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Gamut Ascent or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. The Site's content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Gamut Ascent and the copyright owner. You agree that you do not acquire any ownership rights in any protected content.

6. Indemnification.

You agree to indemnify, defend and hold harmless Gamut Ascent, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or products/services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Gamut Ascent reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Gamut Ascent in asserting any available defenses.

7. Arbitration.

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms of Use, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms of Use, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms of Use or any disputes arising as a result of these Terms of Use, whether directly or indirectly, including Tort claims that are a result of these Terms of Use. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms of Use.

8. Class Action Waiver.

Any arbitration under these Terms of Use will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Gamut agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

9. Disclaimer of Warranties; Limitation of Liabilities; Force Majeure.

- A. THE USE OF GAMUT ASCENT'S PRODUCT/SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS/SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. YOU UNDERSTAND AND AGREE THAT GAMUT ASCENT AND/OR ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED PRODUCTS/SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE PRODUCTS/SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS/SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF GAMUT ASCENT OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- B. GAMUT ASCENT AND/OR ITS SUPPLIERS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE INFORMATION, SOFTWARE, PRODUCTS/SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. GAMUT ASCENT DOES NOT REPRESENT OR WARRANT THAT (A) THE INFORMATION, SOFTWARE, AND USE OF THE PRODUCT/SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, (B) THE PRODUCT/SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) THE QUALITY OF ANY PRODUCT/SERVICE, INFORMATION, OR OTHER MATERIALS OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (D) ERRORS OR DEFECTS IN THE SITE WILL BE CORRECTED, OR (E) THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY EXCLUDED AND DISCLAIMED TO THE HIGHEST AND MAXIMUM EXTENT. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. GAMUT ASCENT AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

- C. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE PRODUCT/SERVICE, AND ANY THIRD-PARTY PRODUCT/SERVICE REMAIN SOLELY AND ABSOLUTELY WITH YOU AND YOU SHALL HAVE NO RECOURSE WHATSOEVER TO THE COMPANY.
- D. THE PRODUCT/SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS INCLUDING THE DEVICE USED BY YOU BEING FAULTY, NOT CONNECTED, OUT OF RANGE, SWITCHED OFF OR NOT FUNCTIONING. THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, DAMAGES OR LOSSES RESULTING FROM SUCH INTERNET DELAYS, AND/OR CONNECTIVITY PROBLEMS.
- E. WITHOUT LIMITING THE FOREGOING, GAMUT ASCENT SHALL NOT BE LIABLE FOR ANY INJURY TO YOUR PERSON OR LOSS OF LIFE OR PROPERTY OR DELAY OF YOUR JOURNEY FOR ANY REASON WHICH MAY INCLUDE BUT NOT LIMITED TO AN ACT OF GOD INCLUDING BUT NOT LIMITED TO NATURAL DISASTERS, TYPHOONS OR FLOOD, AN ACT OF WAR, CIVIL DISRUPTIONS OR STRIKES OR THE ANTICIPATION OF THE SAME, CRIMINAL ACTS OR OMISSIONS OF THIRD PARTIES, INDUSTRIAL ACTIONS, SEIZURE UNDER LEGAL PROCESS, NATIONAL OR LOCAL DISRUPTIONS TO AIR, GROUND OR WATER TRANSPORTATION NETWORKS OR BREAKDOWN IN COMMUNICATION OR INFORMATION SYSTEMS.

10. Termination/Access Restriction.

Gamut Ascent reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Gamut Ascent as a result of this agreement or use of the Site. Gamut Ascent's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Gamut Ascent's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Gamut Ascent with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, 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 the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Gamut Ascent with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Gamut Ascent with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and

subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

11. Assignment.

This Agreement as constituted by the Terms of Use as modified from time to time may not be assigned by you without the prior written approval of Gamut Ascent but may be assigned without your consent by Gamut Ascent. Any purported assignment by you in violation of this section shall be void.

12. Waiver.

Failure of Gamut Ascent to exercise or enforce any of the provisions herein shall not constitute a waiver of such right.

13. Governing Law.

Any and all disputes, claims and controversies arising out of or in connection with your access to, and/or use of the Site, and/or the provision of content, services, and/or technology on or through the Site shall be governed by and construed exclusively in accordance with the laws and decisions of the State of Washington applicable to contracts made, entered into and performed entirely therein, without giving effect to its conflict of laws provisions. You hereby irrevocably and unconditionally consent to and submit to the exclusive jurisdiction in the state or federal courts located in Washington for any and all disputes, claims and controversies arising out of or relating to these Terms (and agree not to commence any litigation relating thereto except in such courts), waive any objection to the laying of venue of any such litigation in the State of Washington Courts and agree not to plead or claim in any State of Washington Court that such litigation brought therein has been brought in any inconvenient forum. You waive their right to a jury trial.

This Terms of Use shall be effective as of 10/1/2024.