



Website Terms of Use

Welcome to our website www.deloreanai.com (the “Site”). These general Terms of Use govern the access to and use of the Site. This Site is operated by DeLorean Artificial Intelligence, located at 2875 South Ocean Blvd, Suite 200-60. Palm Beach, FL 33480, (“DeLorean AI”, “us”, “our” or “we”).

If you do not agree to these Terms of Use or the terms of our Privacy Policy https://deloreanai.com/wp-content/uploads/2024/02/DeLoreanAI_Website_Terms_of_Use_v_1_12.18.2023.pdf, then please stop using this Site and close your web browser.

DeLorean AI reserves the right to modify and/or discontinue the Site, at any time, for any reason and without notice.

I. No Scrapping or Automated Use

DeLorean AI does not consent to this Site being scrapped, reproduced, mined, or otherwise used for any automated, machine learning, deep learning, or other automatic purpose, besides to allow our visitors to view our content and join as visitors. DeLorean AI does not consent to any portion of this Site being reproduced without our explicit written consent. Accessing this Site via mechanical, programmatic, robotic, scripted, or any other automatic means is strictly prohibited. Unless you have our explicit written consent, **DeLorean AI does not consent to any material on this Site to be used in conjunction with or to train any generative, machine learning, or Artificial Intelligence solution.**

II. No License Granted

All content included on the Site, such as works, images, button icons, pictures, dialogues, music, sounds, videos, documents, drawings, figures, logos, menus, web pages, graphics, colors, schemes, tools, fonts, designs, diagrams, layouts, methods, processes, functions and software (collectively, the “Content”), is the exclusive property of DeLorean AI, its affiliates, and/or its content suppliers, as applicable, and is protected by national and international copyright and other intellectual property laws.

Except as expressly permitted in these Terms of Use, you may not copy, reproduce, publish, distribute, display, modify, adapt, translate, transmit, download, upload, post, sell, rent, license, transfer, publicly perform, publicly display, mirror, frame, scrape, extract, wrap, create derivative works of, reverse engineer, decompile or disassemble any aspect of the Site or any of the Content, in whole or in part, in any form or by any means, whether manual or automatic, without the prior express written consent of DeLorean AI, its affiliates, and/or its content suppliers, as the case may be, in each specific instance. You shall not use any keywords, metatags, meta-elements, hidden text, or other equivalents using the name “DeLorean AI” or any other colorable equivalent without the prior express written consent of DeLorean AI. DeLorean AI, its affiliates, and its content

suppliers have the exclusive right to authorize or prohibit in their sole discretion any reproduction, publication, distribution, display, modification, creation of derivative work from, or exploitation in any way of, in whole or in part, the Content. DeLorean AI, its affiliates, and its content suppliers shall have the right, at any time, to claim the authorship of any Content posted on the Site and to object to any use, distortion or other modification of such Content. Any reproduction, publication, distribution, display, modification, creation of derivative work from, or exploitation in any way of, the Content expressly authorized in writing by DeLorean AI, its affiliates, or its content suppliers shall be carried out by you for lawful purposes only and in compliance with all applicable laws.

The viewing, printing, or downloading of any Content from the Site grants you only a limited, revocable, nonexclusive, and nontransferable license to (i) access and view the Site and Content, and (ii) copy, download, and store the Content temporarily (e.g., in a temporary cache) to enable printing and/or offline viewing of such Content, solely for your personal, non-commercial use and not for resale, republication, distribution, assignment, sublicense, preparation of derivative works or other use. No part of any Content may be reproduced in any form or incorporated into any information system, electronic or mechanical, other than for your personal use (but not for resale or redistribution). You agree that with respect to any copy or download of the Content, you will reproduce and include all copyright and/or other proprietary notices included in such Content. The licenses granted hereunder immediately terminate in the event of improper use of the Site and the Content.

Visitors acknowledge and agree that any and all misappropriation or misuse of the Content and/or any other information contained on the Site will cause irreparable harm to DeLorean AI and that in such event money damages will not constitute sufficient compensation to DeLorean AI. Consequently, in the event that you, directly or indirectly, misappropriate or misuse the Content and/or any other information contained on the Site, you specifically consent to DeLorean AI obtaining injunctive relief against you in addition to any other legal or financial remedies to which DeLorean AI may be entitled.

III. Intellectual Property

DeLorean AI is a trademark owned by DeLorean AI. All other trademarks, logos, trade names, domain names and other distinctive signs, copyrights and patents used in connection with the Site (collectively, the “Intellectual Property”) are property of DeLorean AI or its affiliates, subsidiaries or suppliers. DeLorean AI and all other Intellectual Property owners have exclusive rights to use their respective Intellectual Property. You are not granted any rights in or to the Intellectual Property, and you agree not to use the Intellectual Property without the prior written authorization of DeLorean AI or the applicable Intellectual Property owners.

DeLorean AI vigorously enforces its intellectual property rights to the fullest extent permitted by law. Accordingly, DeLorean AI will prosecute any unauthorized use or reproduction of the Intellectual Property, any of the Content, databases used to store the Content and any other information contained therein that violate the protection afforded by the United States and

international copyright law and trademark law, and/or other state, federal, and international laws and regulations, including laws pertaining to contracts, and privacy and publicity.

IV. Intellectual Property Infringement Complaints

If you believe that your intellectual property rights have been violated in any manner by the Site, please provide written notice of the same to privacy@deloreanai.com.

If notified of an allegation that the Site contains infringing information, materials, or other content, we may investigate the allegation and determine in our sole discretion whether to remove or request the removal of such material from the Site.

V. Digital Millennium Copyright Act

Notwithstanding anything to the contrary contained in Section IV, if you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing DeLorean AI’s Copyright Agent designated below with the following information in writing:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an email address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

DeLorean AI’s designated employee to receive DMCA notices is: Jennifer Ruggiero.

If notified of an allegation that the Site contains infringing information, materials or other content, we may investigate the allegation and determine in our sole discretion whether to remove or request the removal of such material from the Site, consistent with applicable law.

For any information or notification send notice:

By mail to:

DeLorean AI
2875 South Ocean Blvd
Suite 200-60
Palm Beach, FL 33480; or

By e-mail to:

privacy@deloreanai.com, Subject: Attn: DeLorean AI DMCA Complaint.

VI. Links to Third-Party Websites

The Site may contain hyperlinks to other websites operated by unaffiliated third parties and which are in no way connected to the Site and contain information created, published, maintained, or otherwise posted by such unaffiliated third parties. DeLorean AI does not operate, control, monitor, endorse, or guarantee the accuracy or quality of the content, services, or goods provided on third party websites. DeLorean AI shall not be held liable, directly or indirectly, for the content of such websites or the policies adopted by them, including without limitation their privacy policies, and/or for any damages or injury resulting or arising from the content or access to such other websites. Please carefully read the terms and conditions of use, terms and conditions of sale, and privacy policies of any third-party websites you access from the Site, as these General Terms and Conditions of Use and the Privacy Policy do not apply to websites operated by third parties. The Site provides links to other websites exclusively for its visitors' convenience, and DeLorean AI does not recommend that its visitors access such third-party websites, and any such use of any third party website is at the visitor's sole risk.

VII. Disclaimer of Liability

THE SITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE), AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE ARE PROVIDED BY DELOREAN AI ON AN "AS IS", "WHERE IS", AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. YOU SPECIFICALLY ACKNOWLEDGE THAT NEITHER DELOREAN AI NOR ANY OF ITS AFFILIATES, NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, OR OTHER REPRESENTATIVES ARE LIABLE FOR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER VISTORS OR THIRD PARTIES AND THAT ANY RISK OF INJURY RELATED TO THE FOREGOING RESTS ENTIRELY WITH YOU. WITHOUT LIMITING THE FOREGOING, DELOREAN AI DOES NOT REPRESENT OR WARRANT THAT THE SITE IS SECURE, THE SITE OR THE SERVER SUPPORTING THE SITE WILL BE VIRUS-FREE, THE INFORMATION ON THE SITE IS ERROR-FREE, ACCURATE, COMPLETE, RELIABLE, USEFUL, TIMELY OR CURRENT OR THAT THE SITE WILL OPERATE WITHOUT INTERRUPTION OR ERROR.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, DELOREAN AI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO, IMPLIED WARRANTIES OF QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AS TO THE OPERATION OF THE SITE OR ITS FUNCTIONING OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE), OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, UNLESS OTHERWISE SPECIFIED IN WRITING. DELOREAN AI OR ANY THIRD-PARTY CONTENT PROVIDERS OR LICENSORS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS OR OTHER REPRESENTATIVES DO NOT WARRANT THAT THE SITE, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, ITS SERVERS, OR E-MAIL SENT FROM DELOREAN AI ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. DELOREAN AI WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SITE, YOUR ACTION OR INACTION IN CONNECTION WITH THE SITE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE), OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES OR ANY LOSS OF PROFIT, REVENUE, OPPORTUNITY, OR DATA, UNLESS OTHERWISE SPECIFIED IN WRITING. THIS DISCLAIMER OF LIABILITY APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION (INCLUDING EXTRA-CONTRACTUAL LIABILITY). IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

DELOREAN AI'S PERFORMANCE UNDER THESE GENERAL TERMS AND CONDITIONS OF USE IS SUBJECT TO EXISTING LAWS AND LEGAL PROCESS, AND NOTHING CONTAINED HEREIN IS IN DEROGATION OF DELOREAN AI'S RIGHT TO COMPLY WITH LAW ENFORCEMENT REQUESTS OR REQUIREMENTS RELATING TO YOUR USE OF THE SITE OR INFORMATION PROVIDED TO OR GATHERED BY THE SITE OPERATORS WITH RESPECT TO SUCH USE.

NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT DELOREAN AI IS FOUND LIABLE IN RESPECT OF ANY LOSS, DAMAGE, OR CAUSE OF ACTION (WHETHER CONTRACTUAL, EXTRA-CONTRACTUAL, OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH (I) THE WEBSITE POLICIES OR ANY OF THE FEATURES OR FUNCTIONALITIES OF THE SITE OR ITS CONTENT, OR YOUR USE OR INABILITY OF USE THEREOF, DELOREAN AI'S LIABILITY SHALL NOT EXCEED THE AMOUNT PAID FOR USE THEREOF OR ACCESS THERETO; OR (II) ANY PRODUCT

SOLD THROUGH THE SITE, DELOREAN AI'S LIABILITY SHALL BE STRICTLY LIMITED TO THE SALE PRICE OF THAT PRODUCT.

CERTAIN STATES LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

VIII. **Amendments and Updates**

DeLorean AI may amend, remove, or update all or any part of these Terms of Use at any time in its sole discretion. Any amendments or updates to these Terms of Use will be effective upon the date noticed at the top of these Terms, and we suggest that you review these Terms of Use each time you visit the Site to read the latest version of the same. Your continued use of the Site after the implementation of any changes will constitute your acceptance of such changes; provided, however, that DeLorean AI will not be obligated to inform you of any changes as they occur.

IX. **Contact Us**

All requests for information, complaints or inquiries regarding orders deliveries and purchases should be directed to us at contactus@deloreanai.com

X. **Miscellaneous**

The Website Policies and their interpretation shall be governed by the laws of the State of New York, without regard to its conflicts of law rules. Any disputes hereunder shall be resolved in the courts of the State of New York, County of New York.

If any condition of any part of the Website Policies shall be deemed invalid, void, or unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any other provision hereof or any term of the remaining Website Policies. The headings contained herein are for purposes of convenience only and shall not control or affect the meaning or construction hereof. The Website Policies constitute the entire agreement between you and DeLorean AI with respect to your use of the Site and the Content, and supersede any and all prior understandings or agreements between you and DeLorean AI, whether written or oral. You acknowledge that, in providing you with access to and use of the Site and the Content, DeLorean AI has relied on your acceptance of these General Terms and Conditions of Use.

Revision History

This Policy shall be reviewed at least once every year to ensure relevancy.

Date	Description of Change	Reviewer
18-December-23	Approved Draft	J. Ruggiero