

Terms of Use Agreement

These Terms of Use (the “*Agreement*”) apply to all websites, products, services, activities, and/or applications referencing and/or linking to this Agreement (the “*Site*” or “*Sites*,” collectively). The Sites are maintained by GPU-Prime.Ltd. and/or its partners (collectively, “*GPUP*,” “*we*,” “*our*,” and “*us*”). The terms of our Privacy Policy are incorporated by reference into this Agreement.

1. Acceptance.

By accessing, using, viewing, and/or downloading any content, material, technology, or functionality (the “*Content*”) from a Site—whether as a guest or a registered user— you agree to be bound by the terms and conditions of this Agreement and our Privacy Policy. We may revise and update this Agreement from time-to-time in our sole discretion. All changes are effective immediately when we post them; you will not be notified individually. Thus, you are expected to check this page each time you access a Site so that you are aware of any changes. You are responsible for ensuring that all persons who access a Site through your internet connection are aware of this Agreement and comply with it. YOUR CONTINUED USE OF A SITE INDICATES YOUR COMPLETE AND UNCONDITIONAL ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

2. Access.

1. Changes. We reserve the right to withdraw, amend, or restrict access to some or all portions of and/or Contents found on a Site, in our sole discretion without notice.
2. Security. If you choose, or are provided with, a user name, password, or any other piece of information as part of our Site security procedures, you must treat such information as confidential, and you must not disclose it or transfer it to any other person or entity. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session.

3. Submission of Information and Materials on the Sites.

GPUP does not want you to submit confidential or proprietary information on our Sites. Except for passwords and associated login credentials, any information or materials you provide will be deemed non-confidential. By sending information or materials to GPUP you grant GPUP an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit or distribute those materials or information. You also agree that GPUP is free to use any ideas, concepts, know-how or techniques that you send to GPUP. Any information disclosed in chat rooms, forums, message boards, and news groups becomes non-confidential information. Any postings to chat rooms, forums, message boards, contests, or similar information you submit, as well as any computer code, bug fix, or other creative idea you provide, shall be deemed, and shall remain, the property of GPUP.

4. Chat Rooms, Message Boards, Bulletin Boards, Blogs, News Groups.

1. **Postings.** This Site may provide you with access to a wide variety of discussion forums, bulletin boards, chat areas, news groups, "blogs," or other message or communication facilities (collectively, "*Communities*"). All messages, comments, opinions, videos, photographs, creative works or other material posted on the Sites (collectively, "*Postings*") are the sole responsibility of the person who created the Posting. Postings do not reflect the views of GPUP and GPUP has no obligation to monitor, edit or review any Postings on the Site. However, GPUP reserves the right to take such action as it deems appropriate or necessary to comply with any applicable law or regulation or this Agreement, including but not limited to editing, refusing to post, or removing any Posting or other material, in whole in part, for any reason. GPUP ASSUMES NO RESPONSIBILITY OR LIABILITY ARISING FROM SUCH POSTINGS INCLUDING BUT NOT LIMITED TO POSTINGS THAT CONTAIN ERRORS, INACCURACIES, OFFENSIVE OR HARMFUL STATEMENTS, DEFAMATORY OR LIBELOUS CONTENT, OMISSIONS, FALSEHOODS, OBSCENITY, OR PORNOGRAPHY AND GPUP DISCLAIMS ALL LIABILITY WITH REGARD TO POSTINGS OR OTHER COMMUNICATIONS NOT CREATED BY GPUP. GPUP does not endorse or support any opinions expressed in the Communities, nor does it represent or guarantee the truthfulness or accuracy of any information posted in the Communities.
2. **Community Rules.** You are responsible for your own Postings and other communications, including any consequences that may result from the communication. You may only use the Communities for Postings that are legal, proper, and related to the particular Community and in conformance with applicable Community rules.
3. **No Obligation to Monitor.** GPUP has no obligation to monitor or control the Communities, except to respond to customer service inquiries. However, GPUP reserves the right to take such action as it deems appropriate or necessary to comply with any applicable law or regulation, or this Agreement, including but not limited to editing, refusing to post, or removing any Posting or other material, in whole in part, for any reason, in our sole discretion.
5. **Prohibitions; Termination.**

GPUP may, in its sole discretion, terminate your account(s) or restrict your access to the Site if it believes you have violated any of the Community Rules, the Copyright Infringement Policy set forth below, or any other provision in this Agreement or Privacy Policy. While using the Sites, and in addition to the requirements otherwise described in this Agreement, you are strictly prohibited from:

 - Impersonating another person or entity, or posting, publishing, uploading, or in any way distributing, transmitting, or disseminating (collectively, "*Disseminating*") any message anonymously or under a false name;

- Defaming, harassing, threatening, stalking, abusing, or otherwise violating the legal rights (such as the rights of privacy and publicity) of others;
- Disseminating any obscene, pornographic, profane, or otherwise objectionable information, or unlawful information;
- Disseminating any material that infringes any patent, copyright, trademark, or trade secrets unless you are, or have the permission of the owner to post or transmit such material;
- Disseminating any corrupted files, files that contain viruses or other destructive features, or any other software or programs that may corrupt, modify or damage another party's computer;
- Engaging in any commercial activities, including advertising or offering to sell any goods or services, unless in a Community intended for commercial activity;
- Disseminating chain letters, pyramid schemes, surveys, contests, charity requests, or petitions for signatures;
- Directly or indirectly, copying, harvesting, crawling, indexing, scraping, extracting, compiling, obtaining, aggregating, accessing, storing, or republishing any Content, including by means of an automated process, for any purpose relating to data mining and/or to the training or operation of any software or service to the extent that it incorporates a large language model, foundation model, deep machine learning, generative artificial intelligence, or any other similar process or technology;
- Disseminating Spam or otherwise interfering with, restricting, or inhibiting other users of this Site; (GPUP defines "Spam" as the sending of a message, individually or en masse, to anyone not requesting it, or would not otherwise choose to receive it, regardless of whether sent by a business, individual, or nonprofit organization.)
- Using any Content and/or Disseminating any material in a manner that could constitute a criminal offense, give rise to civil liability, and/or otherwise violate any law or regulation.

6. Copyright.

The material you are accessing is copyrighted by GPUP and/or its licensors and/or third parties, as may be specified. Such content may not be copied, modified, re-published, uploaded, executed, or distributed in any way, in any medium, whether in whole or in part except pursuant to express terms separately agreed upon by GPUP (or a third party, as applicable) and you.

If you believe that your work has been used or is accessible on a Site in a way that constitutes copyright infringement, please submit a written notice to us at:

s.karabasov@gpuprime.co.uk, Postal address: GPU-Prime.Ltd, 16 St Thomas Close, Cambridge, CB23 7DN, UK

The notice MUST contain the following information:

- A description of the copyrighted work that you claim has been infringed, including the exact location where the copyrighted work exists or a copy of the copyrighted work;
- A description of the location on the Site of the material that you claim is infringing, reasonably sufficient to permit GPUP to locate the material;
- Your address, telephone number, and email address;
- A statement that you have a good-faith belief that the disputed use is not authorized by you (if you are the copyright owner), or is not authorized by the copyright owner, its agent, or the law;
- A statement from you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner, or you are authorized to act on the copyright owner's behalf; and
- Your electronic or physical signature.

7. Trademarks.

The trademarks, logos, and service marks (collectively the "*Trademarks*") displayed on the Sites are registered and unregistered trademarks of GPUPE, and other third parties. Nothing contained in the Sites should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Sites without the written permission of GPUP or such third party that may own the Trademarks displayed on the Site(s).

8. Applicable Law.

This Agreement shall be treated as though it was executed and performed in accordance with the UK laws.

9. Export Controls.

The UK controls the export of products and information. Accordingly, any goods, technology or services provided to you by GPUP through this site are provided in accordance with UK Export Control Laws and Regulations. In particular, GPU-CABARET fulfils conditions of a-1 (mail order transactions, electronic transactions) and a-2 (designed for installation by the user without further substantial support by the supplier) of the General Software Note in UK strategic export control [list](#). From your side, you agree to comply with UK restrictions and not to export or re-export or transfer the materials to countries or persons prohibited under these laws. By downloading any Content, you represent the following: (i) you are not in a country where such export is prohibited and (ii) you are not on any restricted parties lists, such as the Entity List, Unverified List, or the U.S. Dept. of Treasury, Office of

Foreign Assets Control's list of specially-designated Nationals. Diversion of GPUP products contrary to UK law is prohibited.

10. Parental Controls.

Please be advised that parental control protections (such as computer hardware, software, or filtering services) that limit access to material harmful to minors are available for you to download to your computer or purchase. To view our policy regarding the privacy of personal information related to children under the age of 13, please read our [Privacy Policy](#).

11. Content and Liability Disclaimer; Links.

1. **Liability.** Your use of the Sites is at your own risk. While GPUP strives to include accurate and up-to-date information on the Sites, GPUP makes no warranties or representations as to the accuracy of its contents, nor as to its decency, copyright compliance, and/or legality. GPUP, as well as any other party involved in creating, producing, or delivering any facet of the Site(s), specifically disclaim any liability or responsibility for any errors or omissions in the contents of the Sites, or any of the forms, documents or agreements contained on the Sites. In particular, but without limiting the foregoing, GPUP, and any other party involved in creating, producing, or delivering the Content and the Sites, are NOT LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO, USE OF, OR INABILITY TO USE THE SITES. Everything on the Sites, including, but not limited to the materials and services, is provided to you "AS-IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, ACCURACY, OR FREEDOM FROM COMPUTER VIRUS. GPUP DOES NOT WARRANT THAT THE FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. (Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.)
2. **Partners and Third-Party Vendors.** Certain Sites allow interactive transactions and access to the websites of GPUP's partners and other third-party vendors (collectively "*Vendors*") from which you may purchase and/or access certain content, goods, and/or services. Unless otherwise stated, Vendors are responsible for all content found on and for all aspects relating to their website(s). GPUP does not make any representations or warranties as to the contents on any such Vendor sites or as to the security of any information, including, without limitation, credit card and other personal information you might transmit to a Vendor. You are strongly encouraged to investigate and make whatever inquiries you feel are necessary or appropriate before

proceeding with any online or offline transaction with a Vendor. All rules, policies (including privacy policies), and operating procedures of Vendors will apply to you while you are on the Vendors' sites. GPUP accepts no responsibility for third-party websites and content or for any loss or damage that may arise from your use of such sites.

12. Indemnification.

You agree to indemnify GPUP and its affiliates, directors, officers, employees, vendors, and agents from, and against all liabilities, expenses (including court costs and attorneys' fees), losses, and other damages that are caused by, arise out of, or relate to, your use of the Sites. This includes, but is not limited to, any claim of libel, defamation, obscenity, negligence, violation of rights of privacy or publicity, loss of service by other users of the Sites, property damage, and infringement of intellectual property or other rights. GPUP will notify you promptly of any claim for which it seeks indemnification. You will be afforded the opportunity to participate in the defense of such claim, provided that your participation will not be conducted in any manner prejudicial to GPUP interests, as reasonably determined by GPUP.

13. Limitation on Liability.

TO THE FULLEST EXTENT PROVIDED BY LAW AND TO THE EXTENT NOT OTHERWISE AGREED TO IN WRITING BETWEEN YOU AND GPUP, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF GPUP AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF £50.00 (FIFTY POUNDS) OR THE AMOUNT YOU HAVE PAID TO GPUP FOR THE APPLICABLE CONTENT IN THE LAST 12 (TWELVE) MONTHS OUT OF WHICH LIABILITY AROSE. The foregoing limitation of liability does not apply to liability resulting from our gross negligence or willful misconduct and DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

14. Miscellaneous.

If any term or statement elsewhere on this Site conflicts with or is contrary to this Agreement, this Agreement shall control. All rights not expressly granted to you in this Agreement are reserved to GPUP. You agree that these Terms of Use are not intended to confer and do not confer any rights or remedies upon any person other than the parties to this Agreement. If any portion of this Agreement is determined to be invalid or unenforceable, all other terms of the Agreement will remain valid and enforceable. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver of such provision or the right of that party to enforce such provision or any other provision.