

Last Updated – Effective Date: November 6th, 2025

PLEASE READ THIS TERMS OF USE AGREEMENT (“AGREEMENT”) CAREFULLY.

BY ACCESSING OR USING THIS WEBSITE OR ANY OTHER WEBSITES OF AFT ANALYTICS, INC. (DBA ALIYA) AND ITS AFFILIATES (“ALIYA”, “WE”, “OUR”) WITH LINKS TO THIS AGREEMENT (COLLECTIVELY, THE “SITE”) IN ANY WAY, INCLUDING ACCESSING OR USING ANY SERVICES PROVIDED BY ALIYA (“SERVICE” OR “SERVICES”) AND/OR MERELY BROWSING, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH ALIYA, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY OR ON BEHALF OF YOUR CLIENT AND TO BIND THAT CLIENT TO THIS AGREEMENT. THE TERM “YOU” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU ACCESS OR USE THE SITE. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THIS SITE OR THE SERVICES.

THIS AGREEMENT INCLUDES A CLASS ACTION WAIVER AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR OTHER COURT PROCEEDINGS.

We know that your privacy is important. For this reason, we have created Aliya’s Privacy Policy [that](#) describes our collection, use and disclosure practices regarding any personal information that you provide to us. You agree to Aliya’s use of your personal information in accordance with Aliya’s Privacy Policy and this Agreement.

Please note that this Agreement is subject to change by Aliya in its sole discretion at any time. When changes are made, Aliya will make a new copy of the Agreement available on the Site and any new Supplemental Terms will be made available from within, or through, the affected Service on the Site. We will also update the “Last Updated” date at the top or bottom of this Agreement. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Site and/or the Services. Otherwise, your continued use of the Site and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE SITE TO VIEW THE THEN-CURRENT TERMS.

1. GENERAL RULES OF USER CONDUCT.

It is our goal to make access to our Site and Services a good experience for all our users. Your use of the Site and Services is conditioned on your compliance with the terms of this Agreement, including but not limited to these rules of conduct.

You agree that you will not violate any applicable law or regulation in connection with your use of the Site or Service. You agree not to, and represent and warrant that you will not use, reproduce, duplicate, copy, scrape, sell, resell or exploit any portion of the Site or

Services, or use of the Site or Services, or access to the Site or Services for any purposes other than for which the Site or Services are being provided to you, or do any of the following:

- Conduct or promote any illegal activities while using the Site or Services;
- Upload, distribute or print anything that may be harmful to minors;
- Attempt to reverse engineer or jeopardize the correct functioning of the Site, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables or underlies the Site;
- Attempt to gain access to secured portions of the Site or Services to which you do not possess access rights;
- Bypass the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; Upload or transmit any form of virus, worm, Trojan horse, or other malicious code;
- Use the Site or Services to generate unsolicited email advertisements or spam or other commercial solicitation purposes;
- Use the Site or Services to stalk, harass or harm another individual;
- Use any high volume automatic, electronic or manual process to access, search or harvest information from the Site or Services (including without limitation robots, spiders or scripts);
- Interfere in any way with the proper functioning of the Site and Services or interfere with or disrupt any servers or networks connected to the Site or Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site or Services;
- Use any robot, spider, other automatic device, or manual process to extract, "screen scrape," monitor, "mine," or copy any static or dynamic web page on the Site or the Content contained on any such web page for commercial use without our prior express written permission;
- Impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or
- Mirror or frame the Site or any Content, place pop-up windows over its pages, or otherwise affect the display of its pages.

2. **RULES REGARDING INFORMATION AND OTHER CONTENT.** When you access the Site and/or Services, you obtain access to various kinds of images, video, audio, data, and other information and materials, all of which we call "Content". You agree not to revise Content posted by others, and you represent and warrant that you will not use any Content in any manner that:

- Infringes the copyright, trademark, trade secret, or other intellectual property or proprietary right of others;
- Violates the privacy, publicity, or other rights of third parties or any other law, statute, ordinance or regulation;
- Is false or inaccurate or becomes false or inaccurate at any time;
- Is discriminatory, unlawful, tortious, obscene, fraudulent, defamatory, harmful, threatening, pornographic, indecent, vulgar, harassing, discourteous, hateful, abusive or racially, ethnically, religiously, sexually or otherwise offensive, as determined by us in our sole discretion;
- Discloses or provides information protected under any law, agreement or fiduciary relationship, including but not limited to proprietary or confidential information of others;
- Misrepresents your identity in any way;
- Contains any viruses, Trojan horses, spyware, malware, worms, time bombs, cancelbots, or other disabling devices or other harmful component intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- Advocates or encourages any illegal activity; or
- Has the potential to create liability for us or cause us to violate the requirements of or to lose the services, in whole or in part, of our Internet service providers or other suppliers.

3. **POLICIES FOR CHILDREN.** The Site and Services are not directed to individuals under the age of 13. In the event that Aliya discovers that a child under the age of 13 has provided personally identifiable information to us, we will make efforts to delete the child's information in accordance with the Children's Online Privacy Protection Act. Please see the Federal Trade Commission's website - www.ftc.gov - for more information.

Notwithstanding the foregoing, pursuant to 47 U.S.C. Section 230 (d), as amended, we hereby notify you that parental control protections are commercially available to assist you in limiting access to material that is harmful to minors. More information on the availability of such software can be found through publicly available sources. You may wish to contact your internet service provider for more information.

4. **FEEDBACK.** In the event that you provide us any ideas, thoughts, criticisms, suggested improvements or other feedback related to the Site or the Services (collectively "Feedback"), you agree we may use the Feedback to modify our Site and Services and that you will not be due any compensation, including any royalty related to the service that incorporates your Feedback. You grant to us a worldwide, royalty-free, fully paid, perpetual, irrevocable license to use, reproduce, modify, translate, distribute, perform, display, import, sell, offer for sale,

make, have made and otherwise exploit the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same. This is true whether you provide the Feedback on the Site or through any other method of communication with us, unless we have entered into a separate agreement with you that provides otherwise.

5. **OWNERSHIP.** You understand and acknowledge that the software, code, proprietary methods and systems used to provide the Site and/or Services ("Our Technology") are: (i) copyrighted by us and/or our licensors under United States and international copyright laws; (ii) subject to other intellectual property and proprietary rights and laws; and (iii) owned by us or our licensors. Our Technology may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission and the prior written permission of our applicable licensors. You must abide by all copyright notices, information, or restrictions contained in or attached to any of Our Technology. Nothing in this Agreement grants you any right to receive delivery of a copy of Our Technology or to obtain access to Our Technology except as generally and ordinarily permitted through the Site according to this Agreement. Furthermore, nothing in this Agreement will be deemed to grant, by implication, estoppel or otherwise, a license to Our Technology. Certain of the names, logos, and other materials displayed on the Site or in the Services constitute trademarks, tradenames, service marks or logos ("Marks") of Aliya or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities. Any use of third party software provided in connection with the Site or Services will be governed by such third parties' licenses and not by this Agreement. Subject to this Agreement, Aliya grants you a nonexclusive, limited license to use the Site and Services for your personal or non-commercial purposes. Unless otherwise specified by Aliya in a separate license, your right to use such materials that you access or download through the Site or the Services is subject to this Agreement.
6. **THIRD PARTY CONTENT AND OTHER WEBSITES AND APPLICATIONS.** Content from other users, suppliers, advertisers, and other third parties may be made available to you through the Site and/or the Services. Because we do not control such content, you agree that we are not responsible for any such content. We do not make any guarantees about the accuracy, suitability, latest or quality of the information in such content, and we assume no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content made available by other users, advertisers, and other third parties or violation of any third party rights related to such content. The Site and Services may contain links to websites or applications not operated by us. We are not responsible for the content, products, materials, or practices (including privacy practices) of such websites or applications. You understand that by using the Site and/or Services you may be exposed to third-party websites or applications that you find offensive, indecent or otherwise objectionable. We make no warranty, representation, endorsement, or guarantee regarding, and accept no responsibility for, the quality, content, nature or reliability of third party websites,

applications, products or services accessible by hyperlink or otherwise from the Site or Services. We provide these links for your convenience only and we do not control such websites or applications. Our inclusion of links to such websites or applications does not imply any endorsement of the materials on such third party websites or applications or any association with their operators. The Site and Services may contain links to websites or applications that are operated by us but which operate under different Agreement. It is your responsibility to review the privacy policies and Agreement of any other website or application you visit. YOU AGREE THAT IN NO EVENT WILL WE BE LIABLE TO YOU IN CONNECTION WITH ANY WEBSITES, APPLICATIONS, CONTENT, PRODUCTS, MATERIALS, OR PRACTICES OF ANY THIRD PARTY.

7. **MODIFICATIONS TO THE SITE OR SERVICES.** We reserve the right to modify or discontinue the Site or Services, with or without notice to you. We will not be liable to you or any third party should we exercise our right to modify or discontinue the Site and/or Services. You may need to update third-party software from time to time in order to use the Site and/or Services. If you object to any such changes, your sole recourse will be to cease access to the Site or Services. Continued access to the Site or Services following notice of any such changes will indicate your acknowledgement of such changes and satisfaction with the Site or Services as so modified. You agree that we, in our sole discretion, may immediately terminate your access to the Site and Services at any time, for any reason, in our sole discretion. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SITE OR SERVICES.
8. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** THIS SITE AND ALL CONTENT AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE ARE PROVIDED BY ALIYA "WITH ALL FAULTS" AND ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. ALIYA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE CONTENT OR SERVICES INCLUDED ON, OR OTHERWISE MADE AVAILABLE TO YOU THROUGH, THIS SITE, UNLESS OTHERWISE SPECIFIED IN WRITING, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ACCURACY. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE AND/OR SERVICES IS AT YOUR SOLE RISK.

We make no warranty that the Site or Services will meet your requirements, or that the Site and/or Services will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Site or Services, or that defects in the Site or Services will be corrected. You understand and agree that you will be solely responsible for any damage to your computer or loss of data that results from the download of any material and/or use of the Site or any Service. No advice or information, whether oral or written, obtained by you from us through the Site, Services, or otherwise will create any warranty, representation or guarantee not expressly stated in this Agreement.

YOU ACKNOWLEDGE AND AGREE THAT WE ARE ONLY WILLING TO PROVIDE ACCESS TO THE SITE AND SERVICES IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND TO THIRD PARTIES. YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE OR OUR OFFICERS, EMPLOYEES, DIRECTORS, MEMBERS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, LOST OPPORTUNITIES, OR BUSINESS INTERRUPTIONS OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY), ARISING OUT OF OR RELATED TO YOUR USE OF OR ACCESS TO, OR THE INABILITY TO USE OR TO ACCESS, THE SITE OR THE SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE. WE WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND THIRD PARTY MERCHANTS OR FOR ANY INFORMATION APPEARING ON THIRD PARTY MERCHANT SITES OR ANY OTHER SITE LINKED TO OUR SITE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS SITE OR THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE AND THE SERVICES. OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THE SITE OR THE SERVICES IS LIMITED, IN AGGREGATE, TO TEN DOLLARS (U.S. \$10.00).

APPLICABLE LAW IN STATES OTHER THAN NEW JERSEY (WHICH IS ADDRESSED IN SECTION 10 BELOW) MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES. ACCORDINGLY, SOLELY TO THE EXTENT THAT SUCH LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING EXCLUSIONS, LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU AND YOU MAY HAVE CERTAIN ADDITIONAL RIGHTS. TO THE EXTENT THAT WE MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT OUR LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF OUR LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT A COURT SHALL FIND THAT THE ABOVE DISCLAIMERS ARE NOT ENFORCEABLE, THEN YOU AGREE THAT NEITHER ALIYA NOR ANY OF ITS OFFICERS, EMPLOYEES, DIRECTORS, MEMBERS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS SHALL BE LIABLE FOR ANY DAMAGES IN EXCESS OF FIVE HUNDRED DOLLARS (U.S. \$500.00).

9. **INDEMNIFICATION.** You agree to indemnify, defend and hold harmless Aliya, our parents, subsidiaries, affiliates, officers, directors, co-branders and other partners, employees, consultants, agents, and Aliya's licensors and licensees and each of their officer, directors, employees, and agents ("Aliya Parties"), from and against any and all third-party claims, judgments, awards, liabilities, damages, losses, costs, expenses, fees (including but not

limited to reasonable attorneys' and expert witness fees and court costs) that such parties may incur as a result of or arising from: (i) your use of the Site or Services which is unlawful or illegal under any state, federal or common law; (ii) your violation of this Agreement; (iii) your conduct, activity or action which is in violation of any rights of any other person or entity, engaged in, caused by, or facilitated in any way through the use of the Site or Services; or (iv) any viruses, Trojan horses, worms, time bombs, spyware, malware, cancelbots or other similar harmful or deleterious programming routines input by you into the Site or Services. Aliya 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 us in asserting any available defenses. You agree that the provisions in this section will survive any termination of the Agreement or your access to the Site and/or Services.

10. **IMPORTANT NOTE TO NEW JERSEY CONSUMERS.** If you are a consumer residing in New Jersey, the following provisions of this Agreement do not apply to you (and do not limit any rights that you may have) to the extent they are unenforceable under New Jersey law: (a) the disclaimer of liability for any indirect, incidental, consequential, special, exemplary or punitive damages of any kind (for example, to the extent unenforceable under the New Jersey Punitive Damages Act, New Jersey Products Liability Act, New Jersey Uniform Commercial Code and New Jersey Consumer Fraud Act); (b) the limitation on liability for loss of profits or loss or use of data (for example, to the extent unenforceable under the New Jersey Identity Theft Protection Act and New Jersey Consumer Fraud Act); (c) application of the limitations of liability to the recovery of damages that arise under any contract, tort (including negligence), strict liability or any other theory (for example, to the extent such damages are recoverable by a consumer under New Jersey law, including the New Jersey Products Liability Act); and (d) the requirement that you indemnify Aliya (for example, to the extent the scope of such indemnity is prohibited under New Jersey law).
11. **ELECTRONIC COMMUNICATIONS.** We can only give you the benefits of our Service by conducting business through the Internet, and therefore we need you to consent to our giving you Communications electronically. This section informs you of your rights when receiving Communications from us electronically. For contractual purposes, you (i) consent to receive communications from us in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, documents, disclosures, and other communications ("Communications") that we provide to you electronically satisfy any legal requirement that such Communications would satisfy if it were in writing. Your consent to receive Communications and do business electronically, and our agreement to do so, applies to all your interactions and transactions with us. The foregoing does not affect your non-waivable rights. You may also receive a copy of this Agreement by accessing this Site. You may withdraw your consent to receive Communications electronically by contacting us in the manner described below. If you withdraw your consent, from that time forward, you must stop using the Site and Services. The withdrawal of your consent will not affect the legal validity and enforceability of any obligations or any electronic Communications provided or business transacted between us prior to the time you withdraw your consent. Please keep us

informed of any changes in your email or mailing address so that you continue to receive all Communications without interruption.

12. COPYRIGHT POLICY. If you believe in good faith that any material posted on our Site or Service infringes the copyright in your work, please contact our copyright agent, designated under the Digital Millennium Copyright Act (“DMCA”) (17 U.S.C. §512(c)(3)), with correspondence containing the following:

- A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, of the copyright that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed;
- Identification, with information reasonably sufficient to allow its location of the material that is claimed to be infringing;
- Information reasonably sufficient to permit us to contact you;
- 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.

You acknowledge that if you fail to comply with all the requirements of this policy, your DMCA notice may not be valid. For any questions regarding this procedure, or to submit a complaint, please contact our designated DMCA Copyright Agent: AFT Analytics, Inc., 200 Vesey Street, 24th Floor, New York, New York 10281, email: Contact@Aliya.com.

13. COMPLAINT POLICY (INCLUDING PRIVACY & TRADEMARK). If you believe in good faith that any material posted on the Site or Service infringes any of your rights other than in copyright, or is otherwise unlawful, you are required by this agreement and as a condition precedent to suit to send a notice to support@Aliya.com, containing the following information:

- Your name, physical address, e-mail address and phone number;
- A description of the material posted on the Site that you believe violates your rights or is otherwise unlawful, and which parts of said materials you believe should be remedied or removed;
- Identification of the location of the material on the Site;
- If you believe that the material violates your rights, a statement as to the basis of the rights that you claim are violated;

- If you believe that the material is unlawful or violates the rights of others, a statement as to the basis of this belief;
- A statement under penalty of perjury that you have a good faith belief that use of the material in the manner complained of is not authorized and that the information you are providing is accurate to the best of your knowledge and in good faith; and,
- Your physical or electronic signature.

If we receive a message that complies with all these requirements, we will evaluate the submission, and if appropriate, in our sole discretion, we will take action. We may disclose your submission to the poster of the claimed violative material, or any other party.

14. ENFORCEMENT AND TERMINATION. Aliya reserves the right to deny all or some portions of the Site and/or Services to any user, in Aliya's sole discretion, at any time. Without limiting the foregoing or assuming additional legal obligations, Aliya has a policy of terminating repeat violators of the Copyright Act, in accordance with applicable law. All grants of any rights from you to Aliya related to Content, Submissions, or other materials, including but not limited to copyright licenses, shall survive any termination of this Agreement. Further, your representations, defense and indemnification obligations survive any termination of this Agreement.

15. INTERNATIONAL USERS. We do not currently intend to offer the Services to users outside the U.S. This Site can be accessed from countries around the world and may contain references to services that are not available in your country. These references do not imply that Aliya intends to announce such services in your country. The Site and Services are controlled and offered by Aliya from its facilities in the United States of America. Aliya makes no representations that the Site or the Services are available for use in other locations. Those who access or use the Site or the Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.

16. GENERAL.

- Assignment. This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Aliya's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Aliya may assign its rights under this Agreement, in whole or in part, to any person or entity at any time without your consent.
- No Partnership. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Aliya as a result of this Agreement or your use of the Site or Services.

- c. Dispute Resolution. If you believe that Aliya has not adhered to this Agreement, please contact Aliya by emailing us at contact@aliya.com. We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation.
- d. LIMITATIONS PERIOD. YOU AND ALIYA AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SITE OR THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
- e. Arbitration Agreement; Class Waiver; Waiver of Trial by Jury. Please read this subsection 16.e (“Arbitration Agreement”) carefully. It is part of your contract with Aliya and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.
 - i. Applicability of Arbitration Agreement. You and we agree that any dispute between you and any of the Aliya Parties relating in any way to (a) your access or use of the Site or Services (b) any communication you receive relating to Aliya or (c) to any aspect of your relationship with Aliya, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or the Aliya Parties may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the effective date of this Agreement (i.e., the date upon which you agreed to this Agreement) or any prior version of this Agreement.
 - ii. IF YOU AGREE TO ARBITRATION WITH ALIYA, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST ALIYA ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST THE ALIYA PARTIES IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN

ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.

- iii. Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent at AFT Analytics, Inc. 200 Vesey Street, 24th Floor, New York, New York 10281. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. Unless otherwise required by state law, the proceedings shall be held in New York County, New York.

You may choose to have the arbitration conducted by telephone, based on written submissions. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

- iv. Authority of Arbitrator. The arbitrator, and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute, including disputes related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable or unenforceable or nonbinding. The arbitration will decide the rights and liabilities, if any, of you and the Aliya Parties. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a

written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

- v. Waiver of Jury Trial. YOU AND ALIYA HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Aliya are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in subsection 16.e.i above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- vi. Waiver of Class and Consolidated Actions. ALL CLAIMS AND DISPUTES MUST BE BROUGHT ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, COLLECTIVE OR REPRESENTATIVE BASIS. THIS WAIVER APPLIES TO CLAIMS IN COURTS AND ARBITRATIONS. ONLY INDIVIDUAL RELIEF IS AVAILABLE FOR CLAIMS COVERED BY THIS AGREEMENT, AND CLAIMS OF ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection 16.d.vi's limitations as to a particular claim for relief, then the applicable claim must be severed from the arbitration and brought on an individual basis in the state or federal courts in New York County, New York. All other claims shall be arbitrated. The parties agree to submit to the personal jurisdiction of the state or federal courts located in New York County, New York, for purposes of resolving any claims for relief that are severed from an arbitration in accordance with this subsection and waive any argument that holding proceedings in such courts will impose undue hardship or materially affect their ability to present their case.
- vii. 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: AFT Analytics, Inc., 200 Vesey Street, New York, New York 10281 or email Contact@aliya.com, within 30 days after first becoming subject to

this Arbitration Agreement. Your notice must be dated and include your name and address, your email address, the date you accessed the website and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

- viii. Severability. Except as provided in subsection 16.e.vi, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
 - ix. Survival of Agreement. This Arbitration Agreement will survive the termination or expiration of the Agreement or your relationship with Aliya.
 - x. Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Aliya makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) for which you had already provided notice to Aliya.
- f. Governing Law. The Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of New York, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
- g. Export Control. You may not use, export, import, or transfer any Services or Aliya materials except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Aliya materials, and any other applicable laws. In particular, but without limitation, the Aliya materials may not be exported or re-exported (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Aliya materials, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Aliya materials for any purpose prohibited by U.S. law. You acknowledge and agree that services or technology provided by Aliya are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not,

without prior U.S. government authorization, export, re-export, or transfer Aliya services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

- h. Release. You hereby release the Aliya Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of the Site and/or Services, including but not limited to, any interactions with or conduct of other Users or third-party websites or applications of any kind arising in connection with or as a result of the Agreement or your use of the Site and/or Services. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."
- i. Force Majeure. Aliya shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL WE OR OUR LICENSORS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, OR NON-PERFORMANCE OF THIRD PARTIES.
- j. Compliance. If you believe that Aliya has not adhered to the Agreement, please contact Aliya by emailing us at Contact@aliya.com. We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation.
- k. Notice. All notices given by you or required under this Agreement shall be in writing. You may give notice to Aliya at the following address: AFT Analytics, Inc., 200 Vesey Street, 24th Floor, New York, New York 10281, Attention: Legal Department or Contact@aliya.com. Such notice shall be deemed given when received by Aliya by email or letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail at the above address. Where Aliya requires that you provide an e-mail address, you are responsible for providing Aliya with your most current e-mail address. In the event that the last e-mail address you provided to Aliya is not valid, or for any reason is not capable of delivering to you any notices required or permitted by the Agreement, Aliya's dispatch of the e-mail containing such notice will nonetheless constitute effective notice.

- l. Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. The express waiver by us of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
- m. Severability. If any provision of the Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of the Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- n. Equitable Remedies. You hereby agree that Aliya would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as we may otherwise have available to us under applicable laws.
- o. Entire Agreement. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.
- p. Survival. The following sections shall survive the expiration or termination of this Agreement: 5 (Ownership); 8 (Disclaimer of Warranties and Limitation of Liability); 9 (Indemnification); 11 (Electronic Communications); 14 (Enforcement and Termination); and 16 (General).

Last updated: November 6th, 2025