

# KLINIQ

## ACCEPTABLE USE POLICY (AUP)

Kliniq LLC · 650 NE 32nd Street, Unit 2206, Miami FL 33137  
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### 1. PURPOSE AND SCOPE

This Acceptable Use Policy ("Policy") governs all access to and use of Kliniq LLC's products, platforms, software, APIs, content, websites, data, and related services (collectively, the "Services"). By accessing, using, or permitting access to the Services, the client, end user, or any third party acting on their behalf ("User") agrees to be bound by this Policy, the Terms of Service, and all other agreements or policies incorporated by reference.

This Policy exists to protect Kliniq LLC, its affiliates, its users, and the stability, security, and reputation of the Services. Kliniq LLC reserves the right to interpret, modify, suspend, or enforce this Policy in its sole discretion, without notice.

### 2. DEFINITIONS

- "Client Data" means any information, content, or material provided, transmitted, or stored by or for the User.
- "Output" means any content, recommendations, or results generated by the Services.
- "High-Risk Use" means any use where failure of the Services could result in death, personal injury, property damage, or significant legal, regulatory, financial, or reputational harm.

### 3. PROHIBITED CONDUCT

The User shall not, directly or indirectly, and shall not permit others to:

1. Violate any applicable law, regulation, or third-party right, including intellectual property, privacy, publicity, export, or sanctions restrictions.
2. Upload, store, transmit, or distribute viruses, worms, ransomware, spyware, or any other malicious code.
3. Probe, scan, or test the vulnerability of any system, network, or service, or attempt to breach security or authentication measures without express written consent from Kliniq LLC.
4. Access or use non-public areas of the Services, attempt to bypass or disable any technical safeguards, or interfere with account restrictions.
5. Interfere with, disrupt, or overload the Services or any related systems (including via denial-of-service attacks, mail bombing, flooding, or scripted automation).

6. Use the Services to create, disseminate, or promote content that is defamatory, harassing, obscene, exploitative, discriminatory, hateful, misleading, or otherwise objectionable in Kliniq LLC's sole discretion.
7. Misrepresent identity, affiliation, or authorization; spoof headers; falsify metadata; or disguise the origin of communications.
8. Reverse engineer, decompile, disassemble, derive, or attempt to derive source code, underlying models, algorithms, or trade secrets of the Services.
9. Resell, rent, lease, sublicense, redistribute, or provide third-party access to the Services without written authorization.
10. Use the Services to develop, train, or improve a competing product, service, or AI model without Kliniq LLC's prior written approval.
11. Employ the Services for High-Risk Uses (including but not limited to medical diagnosis, patient treatment, emergency response, nuclear, aviation, military, or autonomous vehicles/weapons) without express written approval and adequate human oversight.
12. Remove, obscure, or alter proprietary notices, trademarks, confidentiality legends, watermarks, or controls.
13. Engage in any conduct that Kliniq LLC, in its sole judgment, deems harmful, illegal, misleading, or inconsistent with its business interests.

## 4. SECURITY, RATE LIMITS, AND ACCESS CREDENTIALS

- Users must implement reasonable technical and organizational safeguards to prevent unauthorized access to the Services.
- API keys, login credentials, and authentication tokens must be treated as confidential. Sharing, publishing, or exposing such credentials is strictly prohibited.
- Kliniq LLC may impose rate limits, quotas, or usage restrictions at any time. Violations may result in throttling, suspension, or termination.
- Automated access (scraping, crawling, robotic queries) is prohibited unless expressly authorized in writing.

## 5. RESPONSIBILITY FOR CONTENT AND HIGH-RISK DISCLAIMER

The User is solely responsible for all Client Data, Output, and activities conducted through the Services. The Services are not designed for High-Risk Uses, and Kliniq LLC expressly disclaims any responsibility for outcomes where reliance on the Services may result in injury, loss, or damage.

## 6. INVESTIGATIONS AND ENFORCEMENT

Kliniq LLC may, but is not obligated to, monitor or review any activity. Kliniq LLC reserves the unrestricted right to investigate suspected violations, preserve or disclose information to law enforcement, regulators, or third parties, and to suspend, restrict, or terminate access to the Services at any time, without notice, liability, or refund. Enforcement decisions are final and binding.

## 7. INDEMNIFICATION

The User shall indemnify, defend, and hold harmless Kliniq LLC, its officers, directors, employees, contractors, agents, and affiliates from and against any and all claims, damages, liabilities, losses, penalties, costs, and

expenses (including reasonable attorneys' fees) arising from or related to the User's violation of this Policy, misuse of the Services, or breach of applicable law, regulation, or third-party rights.

## 8. DISCLAIMERS AND LIMITATION OF LIABILITY

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." KLINIQ LLC DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, RELIABILITY, AVAILABILITY, OR ACCURACY.

TO THE FULLEST EXTENT PERMITTED BY LAW: KLINIQ LLC'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THE SERVICES OR THIS POLICY SHALL NOT EXCEED THE LESSER OF (A) ONE HUNDRED U.S. DOLLARS (\$100) OR (B) THE TOTAL FEES PAID BY THE USER TO KLINIQ LLC IN THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

IN NO EVENT SHALL KLINIQ LLC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 9. EXPORT AND SANCTIONS COMPLIANCE

The User represents and warrants that it is not located in, under the control of, or a resident or national of any jurisdiction subject to embargo or sanctions. The User agrees not to use the Services in violation of U.S. export laws or applicable sanctions.

## 10. MODIFICATIONS, GOVERNING LAW, AND DISPUTES

Kliniq LLC reserves the right to amend or update this Policy at any time by posting a revised version on its website. Continued use of the Services constitutes acceptance of the updated Policy.

This Policy shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, without regard to its conflict-of-law principles. Any dispute shall be resolved exclusively by binding arbitration in Miami, Florida, under the rules of the American Arbitration Association.

User irrevocably waives the right to a jury trial and the right to participate in any class action, collective action, or representative proceeding.

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**Authorized By:** Pretish Patel, Founder & CEO, Kliniq LLC

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**KLINIQ**

KlinIQ LLC — MedSpa Marketing Agency