TERMS AND CONDITIONS

(January 2025)

It's a long document, but please read it carefully. It is LEGALLY BINDING to you and governs your use of Aristeem.

These Terms and Conditions (the "Terms") is a legal agreement between you ("User") and "**Wright Cloud INC (Trademark Aristeem)**.", located at USA 5900 Balcones Drive, STE 100, Austin TX 78731, registration number: 805478118

(together with our affiliates, "Aristeem", "we", "our", and "us").

All rights to Aristeem are owned or have been licensed to us by the owners of the software and other properties related to Aristeem, we have authority to enter into these Terms.

By using Aristeem, you represent that you have the authority and capacity to do so, as well as agree to be legally bound by these Terms. If you do not agree to these Terms, please do not use Aristeem. The latest version of the Terms is available on our website.

If any provision of the Terms is unclear for you or you require an explanation, contact info@aristeem.com before you agree to the Terms and start using Aristeem. When you agree to the Terms, you acknowledge that you understand all terms and conditions provided in the Terms.

For cooperation inquiries, please contact us at **info@aristeem.com**.

1. DEFINITIONS

1.1. The terms used in the Terms shall have the following meaning:

a.) Aristeem.com website, Aristeem cloud-based office software streaming platform that enables you to access and use remote cloud-hosted office software; user account; any application used in connection with the user account (web clients, native, mobile apps, etc.); office software, videos, texts, and other content you access, obtain, or purchase via our website, products, or services; our available payment methods; internal chats, web forums; customer support; any other products and services we provide to you; any other software, hardware, or other Aristeem properties directly or indirectly accessed by you (including intellectual property).

b.) Aristeem properties - any tangible or intangible property owned by or licensed to us or our suppliers, partners, other related third parties, including intellectual property rights, directly or indirectly accessed by you while your use of Aristeem. Aristeem Properties include in particular Aristeem, any software or its parts, copyright, trademarks, other intellectual property, any products or services owned and provided by Aristeem, its suppliers, partners, other related third parties.

c.) Aristeem Cloud Platform – an online cloud-based streaming service and other related software and functionality that enable users to access remote virtual desktops and run high-performance office software they already own.

d.) User Content – any information and content that a user submits to or uses with Aristeem, including but not limited to content streamed through Aristeem and content submitted to message boards, forums, and equivalent areas of Aristeem.

e.) The word "including" means "including without limitation", "for example" ("e.g.", "for e.g.") means "for example without limitation". The word "may" means "has the right, but not the obligation, to".

1.2. Singular of the terms includes plural and plural includes singular.

2. WHO CAN USE ARISTEEM

2.1. Aristeem is provided solely for lawful purposes and use. It's made to be accessible to any private individual with an Internet connection provided that other eligibility criteria set here are met. However, we do not warrant that Aristeem is appropriate or available for use in any particular jurisdiction. If you choose to use Aristeem, you do so on your own initiative at your own risk and are responsible for complying with local laws.

2.2. You can use Aristeem only for personal non-commercial and non-profit use.

2.3. We may limit the availability of Aristeem in whole or in part, block or deny access to any person, area, or jurisdiction at any time without notice.

2.4. Accessing Aristeem is prohibited from jurisdictions where it or its content is illegal.

2.5. To use Aristeem, you need access to the Internet. Aristeem will not work properly if you do not have an Internet connection or your connection is poor (as explained below), unstable or faulty.

2.6. Aristeem is evolving. We may release updates to Aristeem without notice. You may need to update third-party software (e.g. browser) from time to time in order to use Aristeem.

2.7. Aristeem is available only for users who have reached the legal age in their jurisdiction or receive proper parental consent and guidance while using Aristeem. In any case, Aristeem is not designed to be available for minors under 14 y.o., regardless of the parental consent and guidance they may receive.

2.8. Users shall comply with age restrictions applicable to the office software or content accessible through Aristeem. Click on any software or content description to view the applicable usage guidelines and restrictions.

3. SOFTWARE ACCESSIBLE VIA ARISTEEM

3.1. We are a cloud provider, not a content provider. Therefore, **on Aristeem, you can only run the office software that you already own**. You will not be able to run software on Aristeem unless you have legally obtained it from an official distributor. When you run software on Aristeem, you must comply with all applicable third-party rules related to the use of that software. For example, you may be required to purchase software licenses and create accounts on platforms such as Microsoft Office, Adobe, or AutoCAD.

3.2. Please review the list of supported office software before purchasing a subscription. Unfortunately, we will not offer refunds if you claim that a particular software application is unavailable.

3.3. We strive to ensure that the latest versions of software are supported on Aristeem as soon as updates are released. However, in certain cases, there may be delays, so we cannot guarantee that you will always be using the most up-to-date version of a given software.

3.4. Many software applications support cloud-based file saving. If your software supports cloud saves, you can save your progress directly to your connected cloud account (e.g., OneDrive, Google Drive). If cloud saving is not supported, and you do not properly save your work before ending the session, your progress may be lost.

3.5. We do not guarantee the continued availability of any specific software on Aristeem. Software that is currently supported may become unavailable at any time without prior notice.

3.6. Aristeem only allows the use of licensed, original versions of software. Certain third-party modifications or plugins may not be supported. Attempting to install unsupported modifications may lead to errors or termination of your session. Aristeem does not guarantee that modifications or plugins downloaded or installed by you will work correctly on the virtual desktop environment.

3.7. You may own software from various distributors, which may require launching via different platforms or versions (e.g., Microsoft Store version vs. standalone version of the same software). Not all versions may be supported by Aristeem. Please verify which versions are supported before subscribing.

3.8. Your files and progress saved using cloud-based storage services (e.g., OneDrive, Google Drive) will remain under your control via your cloud accounts. For applications that do not support external cloud storage, Aristeem may offer local save functionality. However, this functionality may not be available for all software or may not work perfectly. Contact our support team for more information. Additionally, you agree that you will not make refund, non-conformity, or similar claims in case of loss of locally saved data. **Aristeem will store locally saved data for 6 months after the cancellation of your subscription**, after which it will be permanently deleted, and you will no longer have access to it.

4. PERFORMANCE AND CONFORMITY OF ARISTEEM

4.1. We can ensure the best experience of using Aristeem only if our servers are located close to you. **We never guarantee that Aristeem works well in your area.**

4.1.1. Aristeem is based on emerging technologies with many issues still to be improved. You acknowledge that the problems in its operation can occur beyond our reasonable control and may require an underdetermined period of time for improvement. **You agree not to raise non-conformity or similar claims if you are not satisfied with Aristeem's performance or if its operation is faulty or differs from advertising and other related materials. This is because Aristeem may have different functionalities and operate more or less seamlessly depending on user location, user digital environment, network conditions, etc.** Please note that your digital environment (hardware, software, network) and your use of Aristeem should comply with the requirements set forth in Section 4.

4.2. Aristeem may be unavailable in full or in part for an indefinite period of time in certain areas.

4.3. **We inform you that Aristeem is sensitive to your digital environment and its performance may vary depending on your hardware, software, and network.**

4.4. **We strive to ensure that your experience using Aristeem for accessing office software is as seamless and efficient as possible. However, we cannot guarantee that all software applications you launch on Aristeem will always run smoothly or without issues, particularly those that you independently install on the remote virtual desktop via the installation tools provided. We regularly review and test software compatibility and performance, but your experience may vary depending on your digital environment, your subscription plan, and the performance of the remote virtual desktop assigned to you.**

4.5. The minimum supported MTU values for the service:

● In browsers - 1470;

● In native desktop applications - 1462;

● The most optimized value for streaming is 1500.

You can always check what MTU value your connection has by following this link. If your MTU results are lower than the minimum required, we cannot guarantee optimal performance or a smooth experience when using Aristeem's cloud-based office software service.

4.6. Below are the general requirements for your digital environment:

● Operating system: 64-bit Windows 7 and later versions. 32-bit Windows are not supported. For Mac - macOS 10.10 (OS X Yosemite) and later versions.

● Browser type: the latest versions of Google Chrome, Opera or Microsoft Edge. Run Aristeem in the incognito mode to have a better performance. If there are issues in the Aristeem’s operation you can clear cookies. WebRTC should be enabled in browser settings.

● The latest NVIDIA, AMD, Intel drivers.

● At least 2,5 GHz processor.

● Graphics card with DirectX 9.0c and H.264 hardware decoding. If your graphic card does not support H.264 hardware decoding you are likely to experience high processor load and, thus, poor streaming image quality.

● At least 4 GB of running memory.

● Do not launch other apps, programs, or processes, do not open other browser tabs.

● If you run Aristeem on your laptop, do not connect it to TVs and other screens, monitors, or displays through HDMI, USB, or otherwise. Video output to other devices may result in worse performance.

The requirements for input devices:

Use USB-connected computer mice and keyboards. You can use wireless devices, but please note that this may increase response time or cause jitter.
● Recommended devices: Logitech peripherals and other standard office input devices. While other brands may work, we do not guarantee flawless operation.
● For reduced response time, we recommend using wired connections for all peripherals.

The requirements for an Internet connection:
Online streaming automatically adjusts depending on your Internet connection. The quality of your connection directly impacts the smoothness of your experience and the responsiveness of the streamed office software
● FullHD/60 fps office software streaming requires a minimum of 15 Mbps stable Internet connection for an optimal session.
● For the best experience, we recommend at least a 25 Mbps stable Internet connection

● Use a wired Internet connection (Ethernet) or a 5 GHz Wi-Fi router. Connect to the router directly viaEthernet cable. If you use a laptop or MacBook with no Ethernet port, use an Ethernet adapter that can be connected via USB Type 2.0/3.0, Type-C, or Thunderbolt. Make sure your Internet channel is not overloaded and there are not many devices connected. With a 2.4 GHz Wi-Fi router, you may have problems with Aristeem performance.

● Ping to Aristeem servers should not exceed 20 milliseconds. Otherwise, you may experience delays or reduced performance while using the cloud-based office software. Log in to your Aristeem account and run a speed test to verify your connection quality.

● If you have an ADSL connection, we do not guarantee a seamless experience with Aristeem and you are likely to face issues with its operation.

● If you are using a VPN connection, we do not guarantee that your experience with Aristeem will be smooth and issue-free. VPNs may significantly increase latency, reduce streaming quality, or prevent you from successfully launching and using remote desktop sessions altogether.

4.7. If your hardware, software, network, or any other part of your digital environment does not comply with these requirements, you may experience problems with Aristeem operation and performance, such as big latency & response time, poor image quality, lagging, freezing, jitter, unexpected streaming termination, unavailability of the services, etc.

4.8. **You will not raise non-conformity or similar claims if Aristeem's operation is faulty or appears to be worse than announced by us if such lack of conformity arises out of your digital environment features.**

4.9. Aristeem is available on smartphones. This functionality **is in the test mode and you acknowledge that you are informed of possible failures in its operation**. You agree not to file non-conformity or similar claims in case of poor performance of Aristeem on smartphones.

The requirements for smartphones:

- 2 GB or more of running memory;

- Android 5.0. or later;

- Bluetooth or USB On-The-Go (OTG);

- the latest version of Google Chrome;

- H.264 hardware decoding.

The requirements for Apple smart phones:

- iPhone 7 or later;

- the latest version of Safari browser.

The requirements for Input Devices:

4.10. Multiplayer and online collaboration performance may vary and could be less smooth compared to single-user sessions due to increased network load.

4.11. Depending on the hardware load, as well as the billing plan you choose, from time to time you may get into a queue to receive a virtual machine on your demand (to access Aristeem). The length of this queue may vary depending on the time of day and load level, and we cannot guarantee that you will not encounter a queue at one time or another. Estimated queue waiting time will be indicated on the pop-up message, but it is not exact.

You can decrease the wait time by allowing connecting to distant regions in your profile settings, but with this feature enabled you will be connected to the server located far from you, so you may face bigger latency and worse connection, than if you are connected to the server in your region. While this feature may help reduce wait times, we do not guarantee a smooth or issue-free experience when connected to distant servers.

5. USER ACCOUNT

5.1. You may view content on our website without registering, but as a condition for certain aspects of Aristeem, namely for using Aristeem cloud service to access remote virtual desktops, you will be required to sign up and create your user account. It implies providing your email address, and selecting a username and a password. When creating an account, you represent that:

(a) all information you submit is truthful, current, complete, and accurate, and; you will maintain the accuracy of such information;

(b) your use of Aristeem complies with all applicable laws and regulations in both your jurisdiction and our jurisdiction (United States, the EU); and

(c) you have reached legal age in your jurisdiction or you are at least 14 years old and have received parental consent and supervision when using Aristeem and your parent or guardian agrees to be bound by these Terms and to be responsible for your use of Aristeem.

5.2. **We can terminate your account and your use of Aristeem with no refund of any subscription at any time without notice if we detect Prohibited Activities (Section 9), or any violation of these Terms by you and we shall not be liable for any loss or damage to you or any third party arising out of such termination.**

5.3. You are responsible for maintaining the security/confidentiality of your account login information. You agree that you are responsible for all activities that occur under your account.

You agree to:

(a) notify us at **info@aristeem.com** of any unauthorized use of your account or any other security breach, and

(b) ensure that you log off and exit from your account at the end of each session on Aristeem. We shall not be liable for any loss or damage arising from your failure to comply with this Section.

5.4. You can delete your user account and stop using Aristeem at any time without notice and without stating a reason.

5.5. If you ask us to do so, we may access your user account (login to it) for technical maintenance and support. We will not do so without your prior request and/or consent. For the purposes of this Section 5.5. “Consent” means your clear request to log into your account and/or your clear positive answer when we ask you if you agree that we will log into your account.

5.6. As a part of the services we provide to you together with Aristeem and its functionality, we may from time to time automatically enroll you in giveaways, lotteries, and other promotional activities. The conditions of such activities are determined in a separate document published on our website.

6. CONTENT AND USER CONTENT

6.1. All text, graphics, videos, user interfaces, visual interfaces, trademarks, logos, button icons, images, audio clips, digital downloads, data compilations, computer code and any other works of authorship, both individually and as they are compiled on Aristeem (the “Content”), including but not limited to the design, structure, selection, coordination, expression, and arrangement of such Content, contained on Aristeem unless specifically noted, is owned, controlled or licensed by or to us, and is protected by trade dress, copyright, patent and trademark laws, other intellectual property rights and unfair competition laws.

6.2. Except as expressly provided in these Terms, no part of Aristeem and no Content may be copied, reproduced, republished, uploaded, downloaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way to any computer, server, website, other media for publication or distribution or for any commercial enterprise, without our express prior written consent.

6.3. Any use of the Content not expressly permitted by the Terms is a breach of the Terms and may violate copyright, patent, trademark and other laws including such owned by third parties. You agree to abide by all copyright notices, information, or restrictions contained in or attached to the Content.

6.4. While using Aristeem you may access third-party content, including third-party intellectual property. You agree to comply with all rules related to the use of such third-party content and intellectual property.

6.5. While using Aristeem, you may access third-party software products, including but not limited to office software and other digital tools. Some of this content may have specific restrictions based on age or other criteria. You agree to comply with all applicable rules and requirements related to such restrictions.

6.6. You are responsible for your User Content. You assume all risks associated with your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You represent that your User Content will not violate the Terms and that you are the creator/owner of the User Content or have sufficient authority to make your User Content available as contemplated by the Terms. You shall not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by us. Unless otherwise specified with respect to a particular Aristeem offering, we shall have no obligation to back up any User Content stored on Aristeem equipment and it may be deleted at any time without notice. You are responsible for creating and maintaining your own backup copies of your User Content if you desire.

6.7. To the extent that you provide User Content to us, you grant (and represent that you have the right to grant) us an irrevocable, non-exclusive, royalty-free, fully-paid-up, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit such User Content, and to grant sublicenses of the foregoing rights, in connection with the operation and improvement of Aristeem. You irrevocably waive (and agree to cause to be waived) any claims of moral rights or attribution with respect to your User Content.

6.8. You will not use Aristeem to collect, upload, transmit, display, stream, or distribute any User Content (i) that violates any third-party right, including copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party; or (v) that you do not have the right to so collect, upload, transmit, display, stream, or distribute. You also agree not to: (i) upload, transmit, or distribute to or through Aristeem any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through Aristeem advertising, promo materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use Aristeem to harvest, collect, assemble information or data regarding other users, including email addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to Aristeem, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to Aristeem or to other computer systems or networks connected to or used together with Aristeem, whether through password mining or any other means; (vi) harass or interfere with any other user's use of Aristeem; or (vi) use software, automated agents or scripts to produce multiple accounts on Aristeem, or to generate automated searches, requests, queries to or to strip, scrape, or mine data from Aristeem. We shall take no responsibility and liability for any User Content or for any loss or damage resulting therefrom, nor shall we be liable for any mistakes, defamation, slander, omissions, falsehoods, obscenity, profanity, or pornography you may encounter in User Content when using Aristeem.

6.9. We may review User Content, investigate, and take action against you in our sole discretion if you violate these Terms. This may include modifying or removing prohibited User Content, terminating the Account, and reporting to law enforcement bodies.

6.10. We are happy to hear from you and grateful for your suggestions on how to improve Aristeem. The following policy applies to third-party submissions of ideas, comments, suggestions, improvements, proposals or materials ("Feedback"). If you provide us with any Feedback, you assign to us all rights in such Feedback and agree that we will have the right to use and fully exploit such Feedback in any manner. We will treat any Feedback you provide to us as non-confidential and non-proprietary. You agree you will not submit any information or ideas that you consider confidential or proprietary.

7. INTELLECTUAL PROPERTY, LICENSE, AND RELATED TERMS

7.1. Aristeem and all associated rights shall remain our exclusive property or the exclusive property of our licensors or other third parties. All creative elements provided through Aristeem are protected by intellectual property rights. This includes but is not limited to trademarks, logos, graphics, photographs, animations, videos, texts, content, and other distinctive features displayed on Aristeem, which are the intellectual property of Aristeem, our licensors, or third parties.

The software and applications made accessible through Aristeem, including third-party office software, are and shall remain the intellectual property of their respective owners. Therefore, such intellectual property may not be reproduced, used, or distributed without the prior written consent of Aristeem or the respective owners.

7.2. You have no right or interest in Aristeem other than as expressly granted herein.

7.3. Your Feedback given to us, including by means of automated upload features does not give you any rights in any release of Aristeem and does not require us to implement your suggestions.

7.4. **Subject to these Terms, we grant you a non-transferable, non-exclusive, revocable, limited license to use, access, and download (if applicable) Aristeem for your personal, non-commercial use.**

7.5. The license granted in this Section 7 is subject to the following restrictions: (a) you will not license, sell, rent, lease, transfer, assign, subcontract, distribute, or commercially exploit Aristeem, in whole or in part, or

any content displayed on Aristeem; (b) you will not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of Aristeem; (c) you will not access Aristeem in order to build a similar or competitive website, product, service; and (d) except as expressly stated herein, no part of Aristeem may be copied, reproduced, distributed, republished, downloaded, displayed, streamed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of Aristeem will be subject to these Terms. All copyright and other proprietary notices on Aristeem (or on any content displayed on Aristeem) must be retained on all copies thereof.

7.6. We reserve the right, at any time, to modify, suspend, or discontinue all or any element of Aristeem (in whole or in part) and/or suspend your license granted in this Section 7 with or without notice. You agree that we will not be liable to you or to any third party for any such modification, suspension, or discontinuation.

7.7. We will provide you with support and maintenance in connection with Aristeem ("Support"). However, we will at our own discretion determine the scope of the Support and activities that we will or will not carry out during the Support. We cannot guarantee that we will fix the issue you addressed us with.

7.8. As a part of Aristeem, you may access the content owned and/or hosted by third parties. We cannot monitor such content and that you access it at your own risk, as well as that you have fully complied with all rules related to the use of such content and have entered into applicable agreements and made applicable transactions with third parties to be able to use and access such content.

7.9. Neither these Terms nor your access to Aristeem transfers to you or any other party any rights, title or interest in or to any intellectual property rights, except for the limited license in Section 7.4.

7.10. You agree to comply with, and your license to use Aristeem is conditioned upon your compliance with, all applicable third-party terms and agreements.

8. PRIVACY

8.1. Aristeem Privacy Policy forms an integral part of these Terms. Please read it carefully as it explains what information about you we collect, for what purpose we collect it, and with whom we share it. If you accept these Terms, you accept the Privacy Policy.

8.2. We use cookies to maintain functionality and improve Aristeem, as well as to improve your experience. Make sure you review our Cookie Policy before using Aristeem.

9. PROHIBITED ACTIVITIES

9.1.You shall not use Aristeem for unlawful or prohibited purposes. You agree not to attempt, through any means, to gain unauthorized access to any part of Aristeem, user accounts, computer system, virtual machines, or network connected to our servers. We monitor all activity on Aristeem for security and other purposes.

9.2. Without limiting the foregoing, you will not use Aristeem to:

(a) violate applicable local, state, national, international, or other laws, rules, regulations, or court orders;

(b) access/use Aristeem from territories where it or its content is illegal or prohibited;

(c) promote criminal or illicit activity, provide information about illegal activities;

(d) **interfere with, disrupt, or damage Aristeem, servers, virtual machines, or networks connected to**

Aristeem, disobey requirements, procedures, and policies of networks connected to Aristeem, including, without limitation, by using viruses, cancelbots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;

(e) use Aristeem to transmit, distribute, post, or submit any information concerning any other natural or legal person without their permission;

(f) harvest or collect email addresses, or other data of other users by any means;

(g) promote racism, bigotry, hatred, or physical harm against any group or individual, “stalk” or harass other users, or collect or store information about other users;

(h) **access or attempt to access any functionality, software, data, information, or part of Aristeem through means not intentionally made available through Aristeem**;

(i) **use the system programs already available on the virtual machine, install any other program, or modifications, other than you are running from the Aristeem library**;

(j) register for a user Account on behalf of an individual other than yourself or register for more than one active user Account;

(k) transfer, sell user account to another person/people, share your account with others;

(l) falsify or otherwise misrepresent yourself or your affiliation with any person/entity;

(m) use automated scripts to access, search, collect information, or otherwise interact with Aristeem (including without limitation robots, spiders, or scripts) or 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 Aristeem or the content contained on any such web page for commercial use or otherwise;

(n) other than with respect to your User Content, (i) use, reproduce, duplicate, copy, stream, sell, exploit Content; (ii) compile a collection of Content, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise; or (iii) otherwise remove any text, copyright or other proprietary notices contained in Content;

(o) decipher, decompile, disassemble, reverse engineer Aristeem, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of Aristeem;

(p) modify, translate, or otherwise create derivative works of any part of Aristeem;

(q) advocate, encourage, or assist any third party in doing any of the foregoing.

9.3. We may terminate your user sessions on Aristeem or temporarily or permanently restrict access to your Account if we detect unusual activity under your Account. Unusual activity may include an excessively long user session, the use of automated software to interact with the session (e.g., to prevent termination due to inactivity), or any other activity we deem unusual at our sole discretion, even if it involves specific scenarios related to software usage.

9.4. **We reserve the right to terminate your account and your use of Aristeem with no refund of purchased subscriptions at any time without notice if we detect any of the Prohibited activities.**

10. SUBSCRIPTIONS & PAYMENTS

10.1. As with many other online services, Aristeem operates on a subscription-based model. This means that you need to purchase a subscription to access most of Aristeem's features, including the use of its cloud-based office software streaming platform.

10.2. We shall not be liable for any loss or damage to you arising out of a failure or delay in the operation of the payment system available on Aristeem. However, we will do our best to resolve any payment-related issue that you may face.

10.3. You agree to any terms or agreements that govern your use of payment systems available on Aristeem.

10.4. **Most of our subscriptions are RECURRING. It means they will RENEW AUTOMATICALLY when your current billing cycle ends if you do not cancel the subscription before the renewal date**. If you do not want to renew the subscription, you should unsubscribe by means available in your account before it expires. **If you do not do that, you will be automatically provided with the next subscription and no refund will be possible.**

10.5. The billing is carried out by a payment system and in case the payment system is not able to charge the price of your subscription renewal from your bank card (e.g. you don't have enough money on your bank account or your card is blocked) it will skip your payment and get back to it later. Payment systems may try to withdraw funds from you multiple times according to their internal procedures.

10.6. **Subscriptions.** Upon registration and creation of your account, you may choose one of the available subscription plans.
These plans provide access to a high-performance virtual machine, supporting demanding software applications with enhanced graphical capabilities. They offer up to 4K resolution and a smooth experience with up to 120 FPS, depending on the specific software being used, your network stability, and your overall digital environment.

Subscription options may include different durations and the specific pricing for each plan will be provided at the time of subscription. Additional fees may be charged by your bank or payment system on top of the subscription price, and your purchase may be taxable according to the applicable laws in your jurisdiction. In such cases, you are responsible for paying these additional fees.

10.6.1. Each subscription will activate immediately but not later than one day upon payment.

10.7. When your current subscription ends, you will still have access to your user account, but you will not be able to launch or run office software through Aristeem.

10.8. We may change subscription prices, provide discounts, free trials, and introduce other subscription plans.

10.9. Discount coupons. We and/or third parties authorized by us may from time to time distribute discount coupons that allow you to get a discount for the first month and/or the first year of your subscription, or for another period specified in the description of the discount coupon.

10.10. **We provide no refunds.** You will not be able to get a refund for a purchased subscription as soon as it is activated. In some cases, according to the applicable law, you may still have the right to claim a refund. We will review such cases and refund your payments if we are required to do so.

10.11. **You acknowledge that you will not ask us for any compensation or refund in case you are not satisfied with Aristeem, your hardware is not able to maintain the seamless operation of Aristeem, Aristeem does not meet your expectations, or appears to be different from or contains less functionality than it was mentioned in advertising.** This is because Aristeem may have different functionalities and operate more or less seamlessly depending on your location, digital environment, network conditions, etc.

10.12. You are responsible for the security of your bank cards and payment instruments you use to make transactions on Aristeem. **Refund claims based on the statements that someone has used your bank card without your permission will not be accepted, unless we receive an official notification from a relevant authority that the unauthorized use of your card was or is suspected to be fraud**.

10.13. **Activation codes.** You may buy an Aristeem subscription on a third-party website, store (online or offline), or from an authorized distributor. You will receive a subscription activation code after you complete the purchase. Please insert this code in the relevant field on the "My Account" page in your Account to activate your subscription. Any relevant rules and agreements of the third-party distributor will apply to your purchase of the Aristeem activation code. Subscription prices may be different from those available on Aristeem directly.

11. MAINTENANCE CHECKS AND SESSION TERMINATION

11.1. We may terminate your active user sessions and disable your access to Aristeem or some of its functionality in case of a maintenance check on our software/hardware without prior notice.

11.2. Your user session may be terminated automatically. These cases include in particular:

● no activity for more than 10 minutes;

● a maintenance check;

● unusually long user session or the use of automated software that prevents session termination due to no activity;

● other cases that are related to the operation of Aristeem.

11.3. We shall not be liable for any loss or damage arising out of a session termination or logout; unavailability of Aristeem, including the loss of unsaved/unbacked data, progress, loss in the competition, or any negative consequences.

11.4. You acknowledge that you will not ask us for compensation related to the time when Aristeem is unavailable due to a maintenance check.

12. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

12.1. All information available on Aristeem is provided on an “as is,” “with all faults” and “as available” basis and, to the fullest extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement, and warranties implied from a course of performance or course of dealing.

12.2. You agree that your use of Aristeem is at your sole risk. We do not warrant that the services you obtain through Aristeem will meet your expectations and requirements, will be uninterrupted or error-free, available for use, will be of a certain quality, that defects will be corrected, or that Aristeem is free of viruses or other harmful components, or that Aristeem or its technology is immune to hacker activity, electronic or non-electronic tampering, computer crime or theft.

12.3. We do not warrant or make any representations regarding the use of Aristeem in terms of its correctness, accuracy, reliability, timeliness, completeness, currentness, or otherwise.

12.4. In no event shall we (for purposes of this Section, including our equity holders, officers, directors, employees, agents, representatives, licensors, or affiliates) be liable for any direct, indirect, punitive, incidental, special, consequential or other damages in any way connected to your use of Aristeem or to the delay/inability to use Aristeem, or otherwise arising out of the use of Aristeem, whether based on contract, tort, strict liability or otherwise, even if we have been advised of the possibility of such damages. This applies, without limitation, to any damages or injury arising from error, omission, interruption, deletion, defect, delay in operation or transmission of information through Aristeem, injury to personal property, bodily injury or emotional distress, computer virus, file corruption, communication-line failure, network or system outage, theft, destruction, unauthorized access to and alteration of, or use of any record. We will not be liable for any defamatory offensive or illegal conduct of any Aristeem user.

13. INDEMNIFICATION

13.1. You agree to defend, indemnify, and hold harmless us, our subsidiaries and affiliated companies, officers, employees, directors, contractors, agents, from and against any and all claims, causes of actions, suits, or proceedings, as well as any and all losses, liabilities, damages, costs, and expenses (including attorneys’ fees) and all amounts paid in a settlement arising out of, connected with, or accruing from (a) your access to or/and use of Aristeem; (b) your violation of these Terms, (c) your violation of any applicable law; (d) your User Content, or (e) your interaction with other users.

13.2. We may assume the exclusive defense and control of any matter for which you have agreed to indemnify us. You agree to cooperate and assist us in the defense or settlement of any such matter.

14. TERM AND TERMINATION

14.1. These Terms shall commence when you click “Sign up”, or “Sign up with Google” after you provide the information necessary to create your user account and will remain in full force and effect while you use Aristeem, except for the conditions of Section 14.3 below.

14.2. We may suspend or discontinue, temporarily or permanently, deactivate or cancel your account and, thus, stop your use of Aristeem and terminate the Terms unilaterally. You may terminate your account and, thus, terminate the Terms, at any time by contacting info@aristeem.com or by means available in your account. Termination will result in destruction of all information associated with your account. You may terminate your account by following the instructions on our website, but we may retain some of your account information after you terminate it in accordance with our regulatory, accounting, and legal compliance procedures.

14.3. All provisions of these Terms that by their nature shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability will remain effective after the termination.

14.4. You may stop using Aristeem at any time without stating a reason.

15. COOPERATION WITH AUTHORITIES AND POLICE ENFORCEMENT

15.1. We will cooperate with law enforcement authorities as required by law in any investigation of alleged illegal activity regarding the use of Aristeem.

15.2. We may share all the information related to your account and your use of Aristeem with enforcement authorities as required by law.

16. MODIFICATIONS TO THE TERMS

16.1. We may occasionally modify these Terms with or without notice. Changes to these Terms are legally binding and effective after they are posted on the website. Continued use of Aristeem indicates your acknowledgment to be bound by the conditions of such changes. If you don’t accept the changes, cease using Aristeem .

16.2. Claims based on statements of lack of information about the Terms will not be considered.

17. COPYRIGHT NOTICE

17.1. If you believe any materials accessible on or from Aristeem infringe your copyright, you may request the removal of those materials (or access to them) by submitting a written notification to

info@aristeem.com.

17.2. The written notice must include substantially the following:

1.) A physical or electronic signature of an owner or a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

2.) Identification of 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.

3.) 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 us to locate the material on Aristeem.

4.) Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and email address at which the complaining party may be contacted.

5.) A statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

6.) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of a right that is allegedly infringed.

17.3. We may not respond and not act upon receiving the notice if it does not comply with the requirements above.

18. MISCELLANEOUS

18.1. We reserve all rights not expressly granted by these Terms.

18.2. These Terms shall be governed by and construed in accordance with the laws of the United States and applicable international laws. Unless otherwise required by applicable law, any disputes arising under these Terms shall be subject to the exclusive jurisdiction of the courts or other relevant authorities located in Austin, Texas, USA.

18.3. We may transfer, assign, or delegate our rights to our affiliates and other third parties.

18.4. Wherever possible, each provision of these Terms shall be interpreted in such manner as to be effective and valid under applicable law. If any term, provision, covenant, or restriction of these Terms is held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable, the remainder of the terms, provisions, covenants, and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, while such term, provision, covenant or restriction shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to its initial intent.

18.5. Our failure to exercise any right or provision of these Terms will not operate as a waiver of such right or provision.

18.6. The section titles in these Terms have no legal effect.

CONTACT INFORMATION:

Wright Cloud INC (Trademark Aristeem)

Address: USA, 5900 Balcones Drive, STE 100, Austin, TX 78731

Email: info@aristeem.com.

Contact us in the support chat available in the lower right corner of our website Aristeem.com.

For cooperation inquiries, please contact us at info@aristeem.com.