

MAIT SILENT GROUP AUCTION

TERMS AND CONDITIONS OF PARTICIPATION

Version 1.0 — Effective Date: April 3, 2026

maiOS Inc
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Auction Support: support-mait-auction@maios.ai

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THE MAIT SILENT GROUP AUCTION. BY REGISTERING AN ACCOUNT, PLACING A BID, OR TOGGING YOUR PARTICIPATION STATUS TO “PARTICIPATING,” YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS IN THEIR ENTIRETY. IF YOU DO NOT AGREE, DO NOT REGISTER OR PARTICIPATE.

1. DEFINITIONS

As used in these Terms and Conditions (“Terms”), the following definitions apply:

- **“maiOS”** or **“Company”** means maiOS Inc, a Texas corporation, its officers, directors, employees, agents, successors, and assigns.
- **“Device”** or **“mait”** means the portable USB drive containing self-contained, proprietary AI assistant software developed by maiOS Inc. The Device operates entirely offline, has no internet connectivity, no means of software update, and runs locally on the Participant’s host computer.
- **“Alpha Product”** means an early-stage, experimental technology product that has not undergone comprehensive quality assurance, compatibility testing, or consumer readiness evaluation. The Device is expressly classified as an Alpha Product.
- **“Auction”** means the mait Silent Group Auction, a sealed-bid auction conducted by maiOS through its online platform.
- **“Participant”** or **“You”** means any individual who registers an account and/or places a bid in the Auction.
- **“Bid”** or **“Peg”** means the per-unit monetary amount a Participant commits to pay for a Device, should the Participant be a winning bidder.
- **“Pre-Order”** means a binding commitment to purchase a Device at the Participant’s Peg amount, with delivery deferred until the initial production batch is complete.
- **“Winner”** means a Participant whose Bid ranks among the highest bids up to the available unit count at Auction close.
- **“Platform”** means the mait auction website and associated software systems operated by maiOS.

2. NATURE OF THE PRODUCT

2.1 Product Description

The mait Device is a portable USB drive containing specialized, self-contained artificial intelligence software that functions as a personal AI assistant. The Device is designed to operate entirely offline on the Participant’s host computer. The Device has no access to the internet, no cloud connectivity, and no mechanism for receiving software updates, patches, or security fixes after delivery.

2.2 Alpha Classification

The Device is an **Alpha Product**. It has not been subjected to comprehensive quality assurance testing, compatibility testing, regulatory certification, or consumer readiness evaluation. The Participant expressly acknowledges and agrees that:

- a. The Device may contain bugs, defects, errors, or malfunctions;
- b. The Device may not function on every computer, operating system, or hardware configuration;
- c. Compatibility testing has not been performed, and device incompatibility is the greatest known risk to the Participant;
- d. The AI software may produce inaccurate, incomplete, or unexpected responses;
- e. No assurance is given that the Device will meet the Participant's expectations, requirements, or intended use;
- f. The Device cannot be updated, patched, or modified remotely by maiOS after delivery.

2.3 Not a Consumer Product

THE PARTICIPANT EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE DEVICE IS NOT A CONSUMER PRODUCT AS THAT TERM IS UNDERSTOOD UNDER FEDERAL OR STATE CONSUMER PROTECTION STATUTES, INCLUDING BUT NOT LIMITED TO THE MAGNUSON-MOSS WARRANTY ACT, THE TEXAS DECEPTIVE TRADE PRACTICES ACT (DTPA), OR ANY ANALOGOUS STATE OR FEDERAL LAW. THE PARTICIPANT WAIVES ALL RIGHTS AND REMEDIES THAT WOULD OTHERWISE BE AVAILABLE UNDER SUCH CONSUMER PROTECTION LAWS TO THE FULLEST EXTENT PERMITTED BY LAW. The Device is an experimental technology offered to early adopters and technology enthusiasts who voluntarily assume all risks associated with Alpha-stage technology.

3. ELIGIBILITY

Participation in the Auction is limited to:

- a. Individuals who are at least eighteen (18) years of age;
- b. Residents of the fifty (50) United States of America;
- c. Individuals who provide a valid credit card at registration, which will be verified but not charged until Auction resolution;
- d. Individuals who provide a valid shipping address within the United States.

4. AUCTION MECHANICS

4.1 Silent Auction Format

The Auction is a sealed-bid (silent) auction. No Participant may view any other Participant's Bid amount, the number of active bids, or the distribution of bids. All Bids are confidential.

4.2 Bid Rules

- a. Each Participant may place one (1) active Bid per Auction. Secondary accounts are permitted.
- b. Bids may be placed at any time, including before the Auction opens.
- c. Bids may be adjusted or cancelled at any time while the Auction is live.
- d. A Participant may configure a Bid amount but elect not to participate ("non-participating"). Non-participating bids will not be considered in the ranking and the Participant will not be charged.
- e. Once the Auction closes, all Bids are final and cannot be modified, cancelled, or withdrawn.
- f. Toggling participation status to "Participating" constitutes renewed acceptance of these Terms in full.

4.3 Winner Determination

Winners are determined by Bid ranking: highest per-unit Peg amounts win. In the event of a tie, the Participant who placed their initial Bid earliest shall take priority. maiOS reserves the right, in its sole and absolute discretion, to exclude any Bid and advance to the next-ranked bidder for any reason or no reason.

5. PRE-ORDER AGREEMENT

5.1 Participation as Pre-Order

BY PLACING A BID AND SETTING YOUR PARTICIPATION STATUS TO “PARTICIPATING,” YOU ARE ENTERING INTO A BINDING PRE-ORDER AGREEMENT. This means:

- a. You are committing to purchase one or more Devices at your stated Peg amount per unit;
- b. Delivery of the Device is deferred until the initial production batch of units is complete;
- c. There is no guaranteed delivery date. Estimated timelines (e.g., 6–8 weeks from Auction close) are non-binding estimates only;
- d. You assume all risks of delay, including but not limited to delays or complications caused by sourcing difficulties, supply chain disruptions, logistics failures, weather events, component or material availability shortages, technical complications in manufacturing or assembly, regulatory actions or changes, government interventions or restrictions, tariffs or trade policy changes, and adverse news events affecting production or distribution;
- e. The Pre-Order obligation survives Auction close and cannot be revoked, cancelled, or modified after the Auction closes.

5.2 No Right of Cancellation Post-Close

Once the Auction closes, the Pre-Order is irrevocable. The Participant has no right to cancel, rescind, or modify the Pre-Order for any reason, including but not limited to dissatisfaction with delivery timelines, changes in personal circumstances, or any other cause.

6. PAYMENT TERMS

- a. A valid credit card must be on file at registration. The card will be verified but NOT charged at registration.
- b. When a Participant sets their status to “Participating” and the Auction is open or live, a hold (authorization) will be placed on the Participant’s credit card for the total Bid amount (Peg × Quantity). This hold reserves funds but does not process a charge.
- c. Only Winners (the top-ranked bidders up to the available unit count) will be charged at Auction close.
- d. Winners are charged their exact Bid amount (Peg × Quantity). There is no uniform price. The Bid amount is all-inclusive of tax, shipping, handling, and processing fees.
- e. If payment processing fails after Auction close, the Bid will be excluded from the Auction results and the next-ranked bidder will be advanced.
- f. maiOS Inc reserves the right to exclude any Bid and advance to the next-ranked bidder for any reason, in its sole and absolute discretion, without notice or explanation.

7. DISCLAIMER OF ALL WARRANTIES

THE DEVICE IS PROVIDED ON AN “AS-IS,” “WHERE-IS,” AND “AS-AVAILABLE” BASIS, WITH ALL FAULTS AND DEFECTS, WITHOUT WARRANTY OF ANY KIND.

MAIOS INC EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO:

- **ANY WARRANTY OF MERCHANTABILITY;**
- **ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE;**
- **ANY WARRANTY OF QUALITY, RELIABILITY, OR PERFORMANCE;**
- **ANY WARRANTY OF TIMELINESS OF DELIVERY OR FULFILLMENT;**
- **ANY WARRANTY OF COMPATIBILITY WITH ANY SPECIFIC COMPUTER, OPERATING SYSTEM, HARDWARE CONFIGURATION, OR PERIPHERAL DEVICE;**

- ANY WARRANTY OF ACCURACY, COMPLETENESS, OR USEFULNESS OF AI-GENERATED CONTENT;
- ANY WARRANTY OF NON-INFRINGEMENT;
- ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE;
- ANY IMPLIED WARRANTY OF ANY KIND WHATSOEVER.

THE PARTICIPANT ACKNOWLEDGES THAT THE DEVICE IS AN ALPHA PRODUCT THAT HAS NOT BEEN FULLY TESTED. THE PARTICIPANT ACCEPTS THE DEVICE IN ITS ENTIRETY AT THE PARTICIPANT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MAIOS OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS DISCLAIMER.

THE PARTICIPANT EXPRESSLY WAIVES ALL WARRANTIES OF TIME LAPSE, INCLUDING ANY EXPECTATION OF DELIVERY WITHIN A SPECIFIC TIMEFRAME. DELIVERY TIMELINES ARE ESTIMATES ONLY AND MAIOS SHALL HAVE NO LIABILITY FOR DELAYS OF ANY DURATION OR CAUSE.

8. NO REFUNDS, CHARGEBACKS, OR PAYMENT REVERSALS

ALL SALES ARE FINAL. THERE ARE NO REFUNDS, RETURNS, EXCHANGES, OR CREDITS UNDER ANY CIRCUMSTANCES.

THE PARTICIPANT EXPRESSLY AGREES THAT:

- NO REFUND WILL BE ISSUED FOR ANY REASON, INCLUDING BUT NOT LIMITED TO DEVICE INCOMPATIBILITY, DISSATISFACTION, NON-DELIVERY, DELAYED DELIVERY, DEFECTS, MALFUNCTIONS, OR ANY OTHER CAUSE;
- THE PARTICIPANT SHALL NOT INITIATE, FILE, OR PURSUE ANY CHARGEBACK, PAYMENT DISPUTE, OR REVERSAL THROUGH THEIR CREDIT CARD ISSUER, BANK, OR ANY THIRD-PARTY PAYMENT PROCESSOR;
- THE PARTICIPANT SHALL NOT DENY, CONTEST, OR SEEK TO REVERSE THE PURCHASE THROUGH ANY MEANS;
- ANY CHARGEBACK, PAYMENT DISPUTE, OR DENIAL OF PURCHASE INITIATED BY THE PARTICIPANT CONSTITUTES A MATERIAL BREACH OF THESE TERMS;
- IN THE EVENT OF ANY CHARGEBACK OR PAYMENT DISPUTE, THE PARTICIPANT SHALL BE LIABLE TO MAIOS FOR: (I) THE FULL AMOUNT OF THE ORIGINAL TRANSACTION; (II) ALL CHARGEBACK FEES, PENALTIES, AND ADMINISTRATIVE COSTS INCURRED BY MAIOS; (III) ALL ATTORNEY'S FEES AND LEGAL COSTS INCURRED IN RECOVERING THE AMOUNTS OWED; AND (IV) AN ADMINISTRATIVE FEE OF \$500.00 PER INCIDENT;
- MAIOS RESERVES THE RIGHT TO PURSUE ALL AVAILABLE LEGAL REMEDIES, INCLUDING BUT NOT LIMITED TO CIVIL LITIGATION, COLLECTIONS, AND REPORTING TO CREDIT AGENCIES, IN THE EVENT OF A CHARGEBACK OR PAYMENT DISPUTE.

BY PARTICIPATING IN THE AUCTION, THE PARTICIPANT IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO SEEK A REFUND, CHARGEBACK, PAYMENT REVERSAL, OR DENIAL OF PURCHASE UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, CONSUMER PROTECTION, UNJUST ENRICHMENT, OR EQUITY.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

THE AGGREGATE LIABILITY OF MAIOS INC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS, ARISING OUT OF OR RELATED TO THESE TERMS, THE AUCTION, THE DEVICE, OR ANY RELATED SUBJECT MATTER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED ZERO DOLLARS (\$0.00).

IN NO EVENT SHALL MAIOS BE LIABLE FOR ANY:

- **DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES;**
- **DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITY;**
- **DAMAGES FOR DEVICE INCOMPATIBILITY, MALFUNCTION, OR FAILURE;**
- **DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM USE OF THE DEVICE;**
- **DAMAGES FOR DELAYED OR FAILED DELIVERY;**
- **DAMAGES ARISING FROM RELIANCE ON AI-GENERATED CONTENT OR RESPONSES;**
- **DAMAGES OF ANY KIND WHATSOEVER, REGARDLESS OF WHETHER MAIOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

THIS LIMITATION APPLIES EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10. ASSUMPTION OF RISK

The Participant expressly acknowledges, understands, and voluntarily assumes all risks associated with:

- a. Purchasing and using an Alpha-stage technology product;
- b. The possibility that the Device may not function on the Participant's computer or hardware;
- c. The possibility that the Device may contain defects, bugs, errors, or security vulnerabilities;
- d. The possibility that the AI software may produce inaccurate, misleading, offensive, or harmful content;
- e. The possibility that delivery may be delayed indefinitely or, in extreme circumstances, may not occur;
- f. The absence of any software updates, patches, or fixes after delivery;
- g. The absence of any technical support, customer service, or post-sale assistance beyond what maiOS voluntarily provides;
- h. Any and all other risks, whether known or unknown, foreseeable or unforeseeable, arising from participation in the Auction or use of the Device.

The Participant agrees that this is not a consumer product transaction. The Participant waives all consumer protection rights and remedies to the fullest extent permitted by law.

11. INDEMNIFICATION

The Participant agrees to indemnify, defend, and hold harmless maiOS Inc, its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all claims, demands, actions, suits,

damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and court costs) arising out of or relating to:

- a. The Participant's participation in the Auction;
- b. The Participant's use or inability to use the Device;
- c. The Participant's breach of these Terms;
- d. Any chargeback, payment dispute, or payment reversal initiated by the Participant;
- e. Any claim by a third party arising from the Participant's use of the Device or its AI-generated content;
- f. The Participant's violation of any applicable law, regulation, or third-party right.

This indemnification obligation shall survive termination of these Terms and completion of the Auction.

12. DISPUTE RESOLUTION

12.1 Mandatory Binding Arbitration

ALL DISPUTES, CLAIMS, OR CONTROVERSIES ARISING OUT OF OR RELATING TO THESE TERMS, THE AUCTION, THE DEVICE, OR ANY RELATED MATTER SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules then in effect. The arbitration shall be conducted in Dallas County, Texas. The arbitrator's decision shall be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction.

12.2 Costs and Fees

All costs of arbitration, including but not limited to filing fees, arbitrator compensation, administrative fees, hearing costs, travel expenses, and all attorney's fees, shall be borne entirely by the Participant (the "Disputor"), regardless of the outcome of the arbitration. The Participant waives any right to seek recovery of arbitration costs or attorney's fees from maiOS. In the event that maiOS prevails in any arbitration or legal proceeding, the Participant shall additionally reimburse maiOS for all costs and attorney's fees incurred by maiOS in defending against the claim.

12.3 Class Action Waiver

THE PARTICIPANT AGREES THAT ALL CLAIMS SHALL BE BROUGHT IN THE PARTICIPANT'S INDIVIDUAL CAPACITY ONLY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION. The Participant expressly waives any right to participate in a class action, class arbitration, or any other representative proceeding. The arbitrator may not consolidate more than one person's claims and may not preside over any form of class or representative proceeding.

12.4 No Small Claims Court

The Participant waives any right to bring claims in small claims court or any other court. All disputes, regardless of amount, shall be resolved exclusively through binding arbitration as described herein.

12.5 Statute of Limitations

Any claim or cause of action arising out of or related to these Terms, the Auction, or the Device must be filed within six (6) months after the cause of action accrues, or be forever barred. The Participant waives any statute of limitations that would otherwise provide a longer period.

13. GOVERNING LAW AND VENUE

These Terms shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles. To the extent any matter is not subject to arbitration, the exclusive venue for any legal proceeding shall be the state or federal courts located in Dallas County, Texas. The Participant irrevocably consents to the personal jurisdiction of such courts and waives any objection to venue or inconvenient forum.

14. EXPORT COMPLIANCE

The Device contains artificial intelligence technology that may be subject to United States export control laws and regulations, including but not limited to the Export Administration Regulations (EAR), the Bureau of Industry and Security (BIS) requirements, the Foreign Direct Product Rule (FDPR), and the Office of Foreign Assets Control (OFAC) sanctions programs. Relevant Export Control Classification Numbers may include ECCN 3A090, 4A090, and 4E091. The Participant agrees not to export, re-export, transfer, or share the Device or its technology internationally without obtaining all required governmental authorizations. See EAR §734.7, §744, and related provisions. Violation of export control laws may result in severe civil and criminal penalties.

15. SHIPPING AND DELIVERY

- a. Delivery is available to the fifty (50) United States only.
- b. Winners will have their full order quantity processed. There are no partial fulfillments.
- c. Shipping addresses must be provided during registration and may be updated before shipment.
- d. Estimated delivery timelines (e.g., 6–8 weeks from Auction close) are non-binding estimates only. maiOS makes no guarantee of any delivery date.
- e. maiOS Inc is not responsible for delays, losses, or damages caused by shipping carriers, postal services, customs, or any third-party logistics provider.
- f. Risk of loss passes to the Participant upon delivery of the Device to the shipping carrier.

16. PRIVACY AND DATA

- a. Personal information collected during registration is stored securely via Supabase (encrypted at rest).
- b. Payment data is handled by Stripe, a PCI-DSS compliant payment processor. maiOS does not store credit card numbers.
- c. maiOS Inc will not sell personal data to third parties.
- d. A comprehensive Privacy Policy will be published separately and will govern the collection, use, and disclosure of personal information.
- e. By registering, the Participant consents to the collection and processing of personal information as described herein and in the Privacy Policy.

17. MODIFICATION OF TERMS

maiOS Inc reserves the right to modify, amend, or supplement these Terms at any time prior to the Auction opening. Any modifications will be reflected in an updated version number and effective date. Continued registration or participation after such modification constitutes acceptance of the revised Terms. Terms will not be modified after the Auction opens, except as required by applicable law.

18. SEVERABILITY

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction or arbitrator, the invalidity of that provision shall not affect the validity of the remaining provisions, which shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving its original intent, or if modification is not possible, it shall be severed from these Terms.

19. ENTIRE AGREEMENT

These Terms constitute the entire agreement between the Participant and maiOS Inc with respect to the subject matter hereof and supersede all prior or contemporaneous communications, representations, understandings, and agreements, whether oral or written. No waiver of any provision of these Terms shall be effective unless made in writing and signed by an authorized representative of maiOS Inc.

20. WAIVER OF JURY TRIAL

THE PARTICIPANT AND MAIOS EACH IRREVOCABLY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS, THE AUCTION, OR THE DEVICE.

21. ASSIGNMENT

maiOS may assign, transfer, or delegate its rights and obligations under these Terms without the Participant’s consent. The Participant may not assign, transfer, or delegate any rights or obligations under these Terms without the prior written consent of maiOS.

22. CONTACT INFORMATION

For questions regarding these Terms, the Auction, or the Device:

maiOS Inc
514 Lockwood Dr
Richardson, TX 75080
Email: support-mait-auction@maios.ai

23. VERSION HISTORY

Version	Effective Date	Description
1.0	April 3, 2026	Initial release. Full Terms and Conditions of Participation for the mait Silent Group Auction.