

ZEPIC Terms of Service

Effective Date: 16/10/2023

Last Updated on: 16/10/2023

These Terms of Service ("**Terms**") describe the terms under which ZEPIC, Inc. ("**We**", "**Our**" "**Us**", "**Zepic**") provides an individual or entity, who purchases our Service(s) and/or creates an Account with Us and their Users, access to and use of Our Service(s) ("**You**", "**Your**", "**Yourself**"). By accessing and/or using Our Service(s), a) You agree to be bound by these Terms and acknowledge having read the privacy notice located at <https://zepic.com/privacy> ("**Privacy Notice**"). b) You warrant to us that You are legally competent to enter into this agreement c) That, in the event You are entering into these Terms on behalf of any entity/company or its group, You possess the requisite authority to bind such entities, company or its groups to these Terms. If You do not agree to these Terms, You should immediately cease using our Service(s).

You and Us will be individually referred to as "**Party**" and collectively as "**Parties**".

SUMMARY OF KEY POINTS:

1. Your Rights: This clause talks about the usage rights granted to You when You subscribe to Our Service(s).

2. Your Responsibilities: This clause talks about Your responsibilities (do's and don'ts) while using Our Service(s), including the acceptable use policy.

3. Service(s): This clause talks about trial, updates and scheduled downtime of the Service(s).

4. Intellectual Property Rights: This clause talks about what We own, what You own and feedback.

5. Third-party Service(s): This clause talks about any third-party integrations that You might want to enable while using Our Service(s).

6. Charges and Payments: This clause talks about the Subscription Charges, payment terms, payment methods, renewals, late payments, refund and taxes.

7. Term, Termination and Suspension: This clause talks about the duration of Your Subscription with Us, both the Parties right to terminate and Our right to suspend Your access to the Service(s).

8. Confidentiality, data privacy and security: This clause lays down the Parties confidentiality obligations and Our data privacy and security obligations towards You while providing the Service(s).

9. Warranties: This clause talks about any warranties granted by Us to You under these Terms.

10. Limitation of Liability: This clause talks about Our liability limits under these Terms.

11. Indemnity: This clause talks about Our and Your indemnity obligations under these Terms.

12. Miscellaneous: These are standard boilerplate clauses which talk about governing law, dispute resolution, assignment, force Majeure, notices etc.

13. Definitions: This clause gives a detailed description of the defined Terms.

1. YOUR RIGHTS

1.1 Subject to Your compliance with these Terms and solely during the Subscription Term, You shall have the limited, non-exclusive, revocable right to access and use the Service(s) for your internal business purposes in accordance with the subscription plan as specifically stated in an Order Form.

2. YOUR RESPONSIBILITIES

2.1 Your Account: Your access and use of the Service(s) is restricted to the specified number of individual Users as specified in the relevant Order Form, if any, executed between Us and Yourself. Each User shall be identified using unique login information ("User Login") and such User Login shall be used only by one individual.

2.2 Acceptable Use: You agree not to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, timeshare disassemble, reverse engineer, decompile or make the Service(s) available to any third party, other than Users in furtherance of Your internal business purposes as expressly permitted by these Terms; (b) modify, adapt, or hack the Service(s) or otherwise attempt to gain or gain unauthorized access to the Service(s) or related systems or networks; (c) use the Service(s) to store or transmit Sensitive Personal Information; (d) use the Service(s) to store or transmit Service Data in violation of applicable laws and regulations, including but not limited to violation of any person's privacy rights, export control laws/regulations; (e) access it for purposes of creating derivative works based on, or developing or operating products or services for third-parties in competition with the Service(s); (f) use the Service(s) to store or transmit any content that infringes upon any person's intellectual property rights or is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (g) use the Service(s) to knowingly post, transmit, upload, link to, send or store any viruses, malware, trojan horses, time bombs, or any other similar harmful software; (h) "crawl," "scrape," or "spider" any page, data, or portion of or relating to the Service(s) (through use of manual or automated means);

2.3 If we inform You that a specified activity or purpose is prohibited with respect to the Service(s), You will ensure that You immediately

cease use of the Service(s) for such prohibited activity or purpose.

2.4 You represent and warrant that You have obtained and maintained necessary authorizations, approvals and permissions from Users and individuals with whom Users interact when using Third-party Service(s), for Us to Process such Service Data for the purpose of providing the Service(s).

2.5 You represent and warrant that you are free to enter into these Terms and perform the obligations hereunder and doing so will not violate any other agreement to which it is a party, including any agreements with Third-party Service(s).

3. SERVICE(S)

3.1 You may request a demo of Our Service(s) or a trial of the Service(s) by creation of accounts for trial use for a limited period of time ("**Trial Period**"). The Trial Period shall be subject to these Terms and any additional terms that We specify. We, in our sole discretion, shall have the right to terminate the Service(s) and Your right to use the Service(s) at any time during the Trial Period and for any reason, without being liable to You.

3.2 Any enhancements, new features or updates ("**Updates**") to the Service(s) are also subject to these Terms and We reserve the right to deploy Updates at any time.

3.3 The Service(s) may temporarily be unavailable due to scheduled downtime for upgrades and maintenance in which case We shall use commercially reasonable endeavours to notify You in advance.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Except for the rights granted to You under clause 1, all rights, title and interest in and to all intellectual property and/or proprietary rights, title and interest in or related to the Service(s), including patents, inventions, copyrights, trademarks, domain names, trade secrets or know-how (collectively, "**Intellectual Property Rights**") shall belong to and remain exclusively with Us.

4.2 You own the rights to the Service Data that You provide to Us. We

do not claim ownership over such Service Data. You grant to Us a royalty-free license and right to use Service Data solely to provide, support, maintain and improve the Service(s).

4.3 We shall have a right and license to incorporate into the Service(s) or otherwise use any suggestions, enhancement requests, recommendations or other feedback we receive from You.

4.4 All rights not expressly provided to You herein are reserved.

5. THIRD PARTY SERVICE

5.1 The Service(s) enables integration with a wide range of Third-party Service(s). You acknowledge and agree that Your use of Third-party Service(s) will be subject to the terms and conditions and privacy policies of such third-party and that We shall not be liable for Your enablement, access or use of such Third-party Service(s), including Your data processed by such third party. We shall only be liable for Your data when it is being transmitted through the Service(s). You should contact that Third-party service provider for any issues arising in connection with use of such Third-party Service(s).

5.2 When You authorise integration with Third-party Service(s), You authorise Us to access and store the certain data provided by the Third-party Service(s) and any other information that the Third-party Service(s) makes available to Us, and to Process it in accordance with these Terms.

5.3 You are responsible for authorizing the integration of the Third-party Service(s) and ensuring Our access to and the transmission of Service Data through the Service(s). We will not be liable for ensuring the accuracy and sufficiency of Service Data submitted to and transmitted through the Service(s). You acknowledge and agree that We shall have no liability for claims arising due to your violation of this clause.

6. CHARGES AND PAYMENT

6.1 Subscription Charges: All charges associated with Your Account shall be based on the plan You have subscribed at the prices listed in an

Order Form or the billings page within in the Service(s) ("Subscription Charges") and any other details regarding such Subscription Charges shall be mentioned in an Order Form or the billing page within the Service(s). The Subscription Charges are due in full and payable in advance in accordance with clause 6.3, when You subscribe to the Service(s).

6.2 Add-ons: In addition to the Subscription Charges that You pay to Us based on the plan, You also have the option to subscribe to various add-ons ("Add-ons") at the prices listed in an Order Form or on the billings page within the Service(s). Unless otherwise stated in an Order Form, You can subscribe to the Add-Ons of Your choice by selecting the same on the billings page and make payments for the same by a mode of payment accepted and authorized by Us.

6.3 Renewal: Unless Your Account and subscription to the Service(s) is terminated, Your subscription to the Service(s) will renew for a Subscription Term equivalent in length to the then expiring Subscription Term at the then prevailing Subscription Charges.

6.4 Payment: You may pay the Subscription Charges through Your credit card, or other accepted payment method as specified in an Order Form. For credit card payments, Your payment is due immediately upon Your receipt of Our invoice. You hereby authorize Us or Our authorized agents, as applicable, to bill Your credit card upon Your subscription to the Service(s) (and any renewal thereof). For payments through other accepted methods, unless otherwise stated in an Order Form, Your payment is due within thirty (30) days of Our invoice date. You must notify Us of any change in Your credit card or other payment account information, either by updating Your Account or by e-mailing Us at support@zepic.com.

6.5 Refunds: Unless otherwise specified in these Terms, all Subscription Charges are non-refundable. No refunds shall be issued for partial use or non-use of the Service(s) or cancelling Your Subscription before the end of the Subscription Term.

6.6 Late Payments/Non-payment of Subscription Charges: We will notify You in the event We do not receive payment towards

Subscription Charges within the due date. We must receive payments within a maximum of ten (10) days from the date of Our notice. If We do not receive payment within the foregoing time period, in addition to our right to other remedies available under law, We may (i) charge an interest for late payment @ 1.5% per month, or the maximum rate permitted by applicable law, whichever is less, for all overdue Subscription Charges and/or; (ii) suspend Your access to and use of the Service(s) until We receive Your payment towards the Subscription Charges as specified herein and/or; (iii) terminate Your Account.

6.7 Applicable Taxes: Unless otherwise stated, the Subscription Charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "Taxes"). If You have an obligation to withhold any amounts under any law or tax regime, You will gross up the payments so that We receive the amount actually quoted and invoiced on the Order Form.

7. TERM, TERMINATION AND SUSPENSION

7.1 The Subscription Term shall be set forth on the Website or in a relevant Order Form or in the billings page provided within the Service(s).

7.2 Termination by You: You may terminate one or more of your Account(s) in the event We materially breach these Terms, provided that You shall provide an advance notice of such breach and afford us not less than sixty (60) days to cure such breach. In case of such termination, We shall, pro-rata, refund the Subscription Charges for the remainder of the Subscription Term.

7.3 Suspension and Termination by Us: In addition to suspension for late payment or non-payment of Subscription Charges, We may suspend Your access to and use of Your Account or the Service(s) if You are in violation of these Terms. We will notify You if Your activities violate These Terms and, at Our sole discretion, provide You with a period of thirty (30) days ("Cure Period") to cure or cease such activities. If You fail to cure or cease such activities within said Cure Period or if We believe that such breaches cannot be cured, Your

Account/ Service(s) shall be terminated. We may also terminate a Trial Period in accordance with clause 3.1. Further, We also reserve the right to terminate Your Account/ Service(s) at any time by written notice due to business reasons which shall include discontinuation of the Service(s).

7.4 Termination for Insolvency: Notwithstanding anything contained herein, either Party may terminate these Terms without notice if the other Party becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against such Party (except for involuntary bankruptcies) which are dismissed within sixty (60) days, or has a receiver or trustee appointed for substantially all of its property.

7.5 Effect of Terminating Your Account: Following the termination of Your Account/ Service(s) either by Yourself or by Us, Your access and use of the Service(s) shall cease. We will make Service Data available for export for thirty (30) days following the termination of Your Account/ Service(s) either by Yourself or by Us ("Data Export Period"). You may contact support@zepic.com within the Data Export Period to export the Service Data. Beyond the Data Retention Period, We shall have no further obligation to store or make available the Service Data to You and We reserve the right to delete all the Service Data in Our possession and control. Upon Your written request to Us, We will provide You with our confirmation of Service Data deletion.

8. CONFIDENTIALITY; DATA PRIVACY AND SECURITY

8.1 If You choose, or are provided with, a user identification code, login, password or any other piece of information as part of Our security procedures, You must treat such information as confidential. You must not disclose it to any third party. We shall have the right to disable any user identification code or password, whether chosen by You or allocated by Us, at any time, if in Our reasonable opinion, You have failed to comply with any of the provisions of these Terms. We will not be responsible for any activities, including any attempted or actual access or loss of data occurring in Your Account as a result of your

non-compliance of obligations under this clause.

8.2 Each of the Parties will protect the other's Confidential Information from unauthorized use, access or disclosure in the same manner as each of the Parties protects its own Confidential Information, and in any event, no less than reasonable care. Except as otherwise expressly permitted pursuant to these Terms, each of the Parties may use the other's Confidential Information solely to exercise its respective rights and perform its respective obligations under these Terms and shall disclose such Confidential Information solely to those of its respective employees, representatives and agents who have a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information. The provisions of this clause shall supersede any non-disclosure agreement by and between the Parties entered prior to these Terms that would purport to address the confidentiality of Service Data and such agreement shall have no further force or effect with respect to Service Data.

8.3 We shall Process any Personal Data forming part of the Service Data only on Your behalf as your data processor. We shall Process such Personal Data in accordance with these Terms and applicable data privacy laws and as part of the direct relationship between Us and You.

8.4 You acknowledge and agree that You are the Business, and We are the Service Provider with respect to the Personal Information of Consumers (as those terms are understood under the California Consumer Privacy Act ("**CCPA**") disclosed by You to Us for the provision of the Service(s).

8.5 We will not sell, retain, use, or disclose Personal Information of Consumers that We process on behalf of You when providing the Service(s) under these Terms for any purpose other than for the specific purpose of providing the Service(s) in accordance with the Terms and as part of the direct relationship between Us and You. We understand the restrictions stated in this clause and will comply with such restrictions.

8.6 You acknowledge and agree that You shall be responsible for

providing the required notice to Consumers with respect to sharing their Personal Information with Us.

8.7 We shall provide reasonable cooperation to assist You to respond to any requests from individuals or applicable data protection authorities relating to the processing of Personal Information under these Terms/ Data Processing Addendum when You are required to respond to such requests under applicable data protection laws. In the event that any such request is made directly to Us, We shall not respond to such communication directly without Your prior authorization, unless legally compelled to do so.

8.8 In addition to the above, if We are Processing any Personal Data forming part of the Service Data originating from EEA/ UK/ Switzerland, the Data Processing Addendum herein shall automatically apply to You.

8.9 You acknowledge and agree that We and Our group companies may access or disclose information about You, Your Account, Users, including Service Data, in order to (a) comply with the law or respond to lawful requests or legal process; or (b) prevent any infringement of group companies' or Our customers' proprietary rights. Further, at Our sole discretion, any suspected fraudulent, abusive, or illegal activity by You may be referred to law enforcement authorities.

9.WARRANTIES

9.1 WE WARRANT THAT THE SERVICE(S) WILL PERFORM IN ALL MATERIAL ASPECTS IN ACCORDANCE WITH THE DOCUMENTATION.

9.2 THE SERVICE(S), INCLUDING ANY CONTENT OR CONSULTING SERVICES OR BETA OFFERINGS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OR CONDITION OF ANY KIND. ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR NON-INFRINGEMENT, ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. WE MAKE NO

WARRANTY AND WILL HAVE NO LIABILITY FOR ANY BETA OFFERINGS, YOUR SERVICES, OR THIRD-PARTY SERVICES WHATSOEVER.

9.3 YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE ACCESS TO THE SERVICE(S), WHICH IS PROVIDED OVER INTERNET AND VARIOUS TELECOMMUNICATIONS NETWORKS, ALL OF WHICH ARE BEYOND OUR CONTROL, WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, ERROR-FREE OR LOSS OF SERVICE DATA OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE OR THAT IT WILL BE SUITABLE FOR OR MEET YOUR REQUIREMENTS.

10. LIMITATION OF LIABILITY

10.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO ANY PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, LOST SALES, LOST GOODWILL, LOSS OF USE OR LOST CONTENT, IMPACT ON BUSINESS, BUSINESS INTERRUPTION, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, BREACH OF STATUTORY DUTY, NEGLIGENCE OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE FORESEEN SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR AGGREGATE LIABILITY AND THAT OF OUR AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS, RELATING TO THE SERVICE(S), WILL BE LIMITED TO AN AMOUNT EQUAL TO TWELVE MONTHS OF THE SUBSCRIPTION CHARGES PAID BY YOU FOR THE SERVICE(S) PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY.

10.2 IN JURISDICTIONS WHICH DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OUR LIABILITY WILL

BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

10.3 NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, WE DISCLAIM ALL LIABILITIES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WITH RESPECT TO THE SERVICES OFFERED DURING THE TRIAL PERIOD.

11. INDEMNIFICATION

11.1 Indemnification by You: You will indemnify and hold Us harmless against any claim brought by a third party against Us, Our respective employees, officers, directors and agents arising from Your acts or omissions in connection with clause 2 of these Terms provided that (a) We promptly notify You of the threat or notice of such a claim, (b) You will have the sole and exclusive control and authority to select defense attorneys, defend and/or settle any such claim; and (c) We shall fully cooperate with You in connection therewith.

11.2 Indemnification by Us: We will defend You, from any third-party claim alleging that Your use of the Service(s) as contemplated hereunder infringes any third party's patent, copyright and/or trademark intellectual property rights (an "IP Claim"), and will indemnify and hold You harmless from and against any damages and costs awarded against You, or agreed in settlement by Us (including reasonable attorneys' fees) resulting from such IP Claim provided You notify Us of such IP Claim in writing within thirty (30) days of You receiving such IP Claim. We will have no liability or obligation with respect to any IP Claim if such claim is caused in whole or in part by (i) unauthorized use of the Service(s) by You, or Your Users; (ii) modification of the Service(s) by anyone other than Us or modification of the Service(s) by Us in accordance with the specifications or instructions provided by You to Us; or (iii) the combination, operation or use of the Service(s) with other data, hardware or software not provided by Us (iv) use of the Service(s) in violation of or outside the scope of these Terms, (v) an allegation that the Service(s) consists of a function, system or method traditionally utilized in marketing, sales or services software that is not commercially unique to the Service(s), and the commercially unique aspects of the Service(s) are not

identified in the allegation giving rise to the IP Claim, or (vi) user interface or related user design elements not provided by Us.. If Your use of the Service(s) results or in Our opinion is likely to result in an IP Claim, We may at its own option and expense (a) procure for You the right to continue using the foregoing items as set forth hereunder; (b) replace or modify them to make them non-infringing; or (c) if options (a) or (b) are not commercially reasonable as determined by Us, then either You or We may terminate Your's subscription to the Service(s), and We shall refund You, on a pro-rated basis, any Subscription Charges that You have previously paid for the corresponding unused portion. This section above states Our entire liability and Your exclusive remedy with respect to an IP Claim.

12. MISCELLANEOUS

12.1 Entire Agreement and Revisions: These Terms, including all schedules and online policies incorporated herein by reference, contains the entire agreement and understanding of the Parties and supersedes all prior communications, discussions, negotiations, proposed agreements, and all other agreements between them, whether written or oral, concerning the subject matter herein. These Terms may be amended only by a written agreement of the parties and signed by the duly authorized agents of the parties.

12.2 Relationship of the Parties: The parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship among the Parties.

12.3 Assignment: Except to Your affiliates/within Your group companies, You may not, directly or indirectly, assign all or any part of these Terms or Your respective rights under these Terms or delegate performance of its respective duties under these Terms without the prior consent, which consent shall not be unreasonably withheld, of Us. In the event of assignment to an affiliate, the party assigning its performance shall promptly intimate the other party of such assignment and shall not default in any of its payment obligations under these Terms. Subject to the foregoing restrictions, these Terms

will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

12.4 Force Majeure: Notwithstanding anything to the contrary contained elsewhere, We shall not be liable for unavailability of the Service(s) caused by circumstances beyond Our reasonable control, such as but not limited to, acts of God, acts of government, pandemic, epidemic acts of terror or civil unrest, technical failures beyond Our reasonable control (including, without limitation, inability to access the internet, unauthorized loss, distribution or dissemination of Service Data), or acts undertaken by third parties, including without limitation, distributed denial of service attacks.

12.5 Governing Law: These Terms shall be governed by the laws of the State of Delaware. You hereby expressly agree to submit to the exclusive personal jurisdiction of the courts in Delaware.

12.6 Dispute Resolution: Any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of these Terms to arbitrate, shall be first settled by arbitration administered by JAMS pursuant to its arbitration rules and procedures. Judgment on the award may be entered in any court having jurisdiction. This clause will not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The language of the arbitration shall be English, and the seat shall be the State of Delaware. The Parties shall equally share the fees and expenses of the arbitration administered by JAMS.

12.7 Prohibition of Class and Representative Actions and Non-Individualized Relief: YOU AND US AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND US AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY

FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

12.8 Waiver of Jury Trial: THE PARTIES HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. The Parties are instead electing that all claims and disputes shall be resolved by arbitration under this Agreement, except as specified in Section 12.7 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.

12.9 Export Compliance: The Service(s) and Documentation, thereof may be subject to export laws and regulations of the U.S. and other applicable jurisdictions. You represent and warrant that You are not on any U.S. government prohibited list. You will not permit any User to access or use the Services or Documentation in a country or region that is embargoed by the U.S. or other applicable jurisdictions or in violation of any export law or regulation of the U.S. or other applicable jurisdictions.

12.10 Publicity Rights: You hereby grant Us a royalty-free, worldwide, transferable license to use Your trademark or logo to identify You as Our customer on Our websites and/or marketing collateral.

12.11 Notices and Consent to Electronic Communications: All notices to be provided by Us to You under these Terms may be delivered in writing (i) by nationally recognized overnight delivery Service(s)

("Courier") or to the contact mailing address provided by You in the relevant Order Form; or (ii) electronic mail to the e-mail address provided by You. Our address for a notice to Us: (i) in writing by Courier is 16192 Coastal Highway, Lewes, Delaware 19958, County of Sussex, USA or (ii) by electronic mail is legal@zepic.com. All notices shall be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered upon receipt or, if earlier, two (2) business days after being deposited in the mail or with a Courier as permitted above.

12.12 Survival: All clauses which, by their nature are intended to survive, including without limitation Clauses 4 (Intellectual Property Rights), 6 (Charges and Payment), 7 (Term and Termination), 8 (Confidentiality; Security and Data Privacy;), 9 (Disclaimer of Warranties), 10 (Limitation of Liability), 11 (Indemnification), 12 (Miscellaneous) and 13 (Definitions) shall survive any termination of these Terms with respect to use of the Service(s) by You. Termination shall not limit either Party's liability for obligations accrued as of or prior to such termination or for any breach of these Terms.

13. DEFINITIONS

When used in these Terms with the initial letters capitalized, in addition to terms defined elsewhere in these Terms, the following terms have the following meanings:

Account: means any accounts or instances created by You or on Your behalf for access and use of the Service(s).

API: means the application programming interfaces developed, enabled by or licensed to Us that permits access to certain functionality provided by the Service(s).

Confidential Information: means all information disclosed by one Party to the other Party which is in tangible form and labelled "confidential" (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. For purposes of These Terms, Service

Data shall be deemed Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information which (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (b) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records prior to the time of disclosure; (d) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (f) is required by law to be disclosed by the receiving party, provided that the receiving party shall, to the extent legally permitted, give the disclosing party written notice of such requirement prior to disclosing so that the disclosing party may seek a protective order or other appropriate relief.

Documentation: means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Service(s) provided or made available by Us to You or Your Users through the Service(s) or otherwise.

Order Form: means any service order form or statement of work specifying the Service(s) subscribed to, particular features and functionalities in the Service(s) that You wish to avail and the Subscription Term.

Personal Data: means data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of the data controller.

Processing/To Process: means any operation or set of operations which is performed upon Personal Data, whether or not by automatic

means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

Sensitive Personal Information means information that relates to an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, or data concerning a natural person's sex life or sexual orientation. It also includes information about an individual's criminal offences or convictions, as well as any other information deemed sensitive under applicable data protection laws.

Service(s): means all the ZEPIC software-based offerings mentioned in the Order Form and/ or the product's 'Billings' page, including Software, API, free software tools, media, implementation, training and consultation, provided directly by Us, excluding any third-party offerings.

Service Data: means all electronic data, text, messages, emails, personal data or other materials, including without limitation Personal Data of Users and end users, submitted to the Service(s) by You through Your Account or through integration with Third-party Service(s) in connection with Your use of the Service(s).

Software: means software provided by Us (either by download or access through the internet) that allows You to use any functionality in connection with the Service(s).

Subscription Term: means the period during which You have agreed to subscribe to the Service(s) specified in the subscription plan or in a relevant Order Form

Third-party Service(s) shall mean third party application(s) or service(s) integrating with the Service(s) through APIs or otherwise enabled through the Service(s) which require You to have Your own accounts with such third-party application(s) or service(s) in order to

utilize them.

User: means those who are designated users within the Service(s), including an Account administrator, agents and other designated users.

Website(s) shall mean the websites owned and operated by Us including <https://www.zepic.com>
