



Terms of Service

JUNE 2025

Itemize Terms of Service

General Overview

Itemize Corp. provides a variety of SaaS applications and automated document processing services powered by AI with a focus on documents containing financial values, VAT and other taxes and other financial information. The services and associated fees and how you may use or subscribe for the services are more fully described on the Itemize website page relating to each service. When you use or subscribe to a service, whether on-line or by entering into an Itemize Purchase Order or an Itemize Services Agreement, you automatically become a party to the Agreement set forth below:

THIS AGREEMENT (this “**Agreement**”) is a legal agreement between Itemize Corp., a Delaware corporation (“**Itemize**,” “**we**,” “**us**” or “**our**”), and you, personally, or the legal entity on behalf of which you are acting (“**Subscriber**,” “**you**” or “**your**”) that automatically becomes effective as of the date a Subscriber first uses or subscribes for any service we provide (the “**Effective Date**”). Itemize and the Subscriber are sometimes in this Agreement referred to individually as a “**party**” and collectively as the “**parties**.” Capitalized terms used and not otherwise defined in this Agreement have the respective meanings given them in Section 1.

IN CONSIDERATION of the mutual agreements set forth below in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Itemize and the Subscriber, intending to be legally bound, do hereby agree as follows:

Section 1. Certain Definitions used in this Agreement

“Click Agreement” means the online acceptance of the terms and conditions relating to specified Services pursuant to instructions provided on the landing page of the Itemize website describing such Services.

“Force Majeure Event” means circumstances beyond our reasonable control that delay or result in our failure to perform, including any flood, fire, earthquake or other natural disaster; act of war, insurrection, terrorism, riot, or civil commotion; order or other restriction of any government or governmental authority; strikes or other labor problems; pandemics; electrical, communication line (including the internet) or other power failure; or any virus or hacker attack or other denial of service attack.

“Intellectual Property” means all trade secrets, ideas, inventions, discoveries, innovations, technology, know-how, designs, developments, devices, computer programs, software (including object and source code), algorithms, applications, platforms and systems, models, tools, methods, processes, databases, report formats, graphics, images, interactive design techniques and documentation with respect to any of the foregoing, whether or not patented or patentable or reduced to practice; enhancements and improvements of any thereof; patents and patent applications relating thereto; trademarks, tradenames, service marks, service names, logos and domain names and registrations and applications for registration relating thereto; copyrights, copyrightable works and mask works and registrations and applications for registration relating thereto; all “moral rights;” and all other intellectual property or other proprietary rights of any kind or nature whatsoever.

“Itemize Purchase Order” or “PO” means the online or written form of purchase order provided by Itemize, including all Exhibits, Appendices and Schedules thereto, that sets forth the terms and conditions under which you subscribe to our Services, without alteration or modification by you.

“Itemize Services Agreement” means a master services or other services agreement executed by Itemize and a Subscriber that sets forth the terms and conditions under which a Subscriber subscribes to our Services, including all SOWs, Exhibits, Appendices and Schedules thereto.

“Privacy Policy” means the Itemize Privacy Policy as last posted on the Itemize website from time to time. The Privacy Policy is posted on the Itemize website at <https://www.itemize.com/privacy-policy>

“Representative” means any director, officer, employee, consultant, contractor, agent or other representative of a person.

“Services” means the services Itemize provides as described on the Itemize website from time to time or in your Use Agreement.

“SOW” means a statement of work relating to the Services, and the terms and conditions relating thereto, under an itemize Services Agreement.

“Use Agreement” means a Click Agreement, an Itemize Purchaser Order or an Itemize Services Agreement, as applicable.

“User” means a Subscriber and its Representatives who are authorized by the Subscriber to access and use our Services in accordance with the terms and conditions of this Agreement and the Subscriber’s Use Agreement

“your Information” means the Intellectual Property you own or otherwise lawfully hold immediately prior to of the date of this Agreement and the data, images, documents and other information you provide to Itemize in connection with your use of the Services.

Section 2. Eligibility of Users

(a) You represent to us that (i) if you are an individual, you are of legal age to enter into a binding contract in the place where you live or work and you live or work in a jurisdiction in which it is not illegal for us to provide Services; and (ii) If you are an individual acting on behalf of a legal entity, you are authorized to act on behalf of the entity and to bind it to this Agreement.

(b) You must provide certain information about you as prompted when you register. You represent to us that all required registration information you submit is true, correct and complete, you will maintain the accuracy of the registration information and promptly inform us of any changes.

(c) You must notify your Users that you have entered into this Agreement before they use our Services, and they must acknowledge and agree to the terms and conditions of this Agreement.

Section 3. The Services Covered by this Agreement

(a) You agree to use and/or subscribe for one or more of our Services by entering into a Use Agreement.

(b) We may change the terms and conditions applicable to our Services from time to time. We will post these changes on the Itemize website before the change becomes effective. You will be bound by any change if you continue to use our Services covered by your Use Agreement unless the change materially and adversely affects your use of the Services, materially diminishes their functionality or your Use Agreement expressly provides otherwise.

Section 4. Proprietary Rights of Itemize and You; Grant of a Limited License to You; Grant of a Limited License by You

(a) We (or our licensors) own exclusively all the following, and our ownership is protected by applicable law:

(i) All of the Intellectual Property that we use in connection with our Services;

(ii) All of the trademarks, whether registered or unregistered, trade names, logos, service marks and service names that we use in connection with the marketing, sale and provision of our Services;

(iii) All of the transactional and performance data related to your use of the Itemize system and our Services which we may collect, use and disclose for our business purposes, including for purposes of software use optimization and product marketing, in accordance with this Agreement and your Use Agreement, subject to the provisions of our Privacy Policy; and

(iv) All of the custom designs, computer programs, computer documentation, software, algorithms, interfaces, applications and other Intellectual Property and materials we create or develop for you at your request in connection with the Services provided to you under your Use Agreement.

(b) You do not pursuant to this Agreement or otherwise acquire any ownership or other interest of any kind or nature in, to or under any of our property described in Section 4(a). However, we grant you a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free and terminable license to use our Intellectual Property solely in connection with your use of our Services in accordance with the terms and conditions of this Agreement and your Use Agreement. The availability and your use of our Intellectual Property may be affected by Force Majeure Events. This limited license automatically terminates when your Use Agreement expires or terminates, for whatever reason, unless otherwise expressly provided in your Use Agreement.

(c) All your Information remains your property. We do not acquire any ownership or other interest of any kind in any of it. However, you grant us a limited and royalty free license to host, copy, process, use, transmit and display your Information in order to provide our Services in accordance with this Agreement, your Use Agreement and as permitted by our Privacy Policy.

Section 5. Fees for Services

(a) You must provide us from time to time with current, complete and accurate information with respect to your billing account. You will pay promptly when due all fees and other charges relating to your use of our Services in accordance with the terms and conditions of this Agreement and your Use Agreement. Fees for processing Services will be based on the monthly or other reports we provide to you pursuant to your Use Agreement and these reports are final, binding and conclusive on you, absent manifest error. Fees must be paid by wire transfer of immediately available funds to a commercial bank in the United States we designate from time to time, by ACH, credit card or FedNow.

(b) You may not dispute any such fees or other charges except in good faith, based on objective evidence. You have no right to withhold fees, reduce the use of our Services required by your Use Agreement or set-off any amount against fees or other charges you owe for any alleged defects or delays in our Services or to make any other demand or claim against us with respect to the fees and other charges provided for in your Use Agreement, provided that we will provide you with service level credits, if any, required under your Use Agreement. Fees are not refundable unless expressly provided in this Agreement or your Use Agreement. We will refund any pre-paid fees for Services we have not provided to you if we terminate your Use Agreement without a good reason.

(c) Past due amounts that you do not dispute in good faith, based on objective evidence, will bear interest at the rate of one and one-half percent (1.5%) per month, calculated from the date the amount was due until the date we receive full payment.

(d) Our fees do not include any taxes, levies or similar governmental charges, including value-added, sales, use or withholding taxes, payable to any federal, state, provincial, local or foreign jurisdiction. We will charge you for any of these charges if we believe that we have a legal obligation to do so. You will pay these charges, except for any taxes based on our gross receipts or income.

(e) We may use a third-person payment processor to bill you through a payment account linked to your Itemize account. The processing of payments will be subject to the terms of service and privacy policies of the payment processor. We are not responsible for any errors by the payment processor.

Section 6. Your Use of Our Services

(a) You may only use our Services in full compliance with the terms and conditions in this Agreement and your Use Agreement. You must ensure that your Users comply with the terms and conditions of this Agreement and your Use Agreement, and you are responsible if they do not. You must use our Services in accordance with all laws, rules and regulations of any governmental entity that are applicable to you, including those relating to data privacy and security, international communications and the transmission of

technical or personal data, export control, anti-bribery and money laundering. You are solely responsible for all your activities with respect to the use of our Services and all transmissions to Itemize, including activities by your Users. We are not responsible or liable for any such activity or transmission.

(b) You are solely responsible for maintaining the confidentiality of your user ID and password. You will immediately notify us if you become aware of any unauthorized use of your password or Itemize account. We are not responsible or liable if you are unable to locate or reset your user ID or password. You are also responsible for establishing, implementing and maintaining adequate data protection and security measures on the systems and equipment you use to access and use our Services, including internal controls that identify, correct and compensate for and alert you and us of errors and failures in our Services.

(c) You are also solely responsible for your Information that is transmitted to Itemize. Only data, images, documents and other information that are relevant to the Services we provide under your Use Agreement may be transmitted to Itemize.

(d) You will obtain and maintain at all times during the term of your Use Agreement all rights, authority and consents you need from your customers, clients, governmental entities and other third persons to transfer your Information to Itemize and that we need to lawfully access and use your Information to provide our Services under your Use Agreement.

(e) You must use our Services solely for your individual or internal business purposes except as expressly authorized in your Use Agreement. You may not, directly or indirectly, reproduce, copy, sell, resell, assign or otherwise transfer, license or sublicense, distribute, rent, lend, create any derivative work or otherwise commercially exploit any of our Services or Intellectual Property or make them available to any other person and any attempt to do so is null and void, except that you and your Users may use our Services to provide your products and services to your clients and customers in full compliance with the terms and conditions of this Agreement and your Use Agreement.

(f) You may only transmit to Itemize documents that are “in scope” and conform to the format and other technical criteria that are described in your Use Agreement.

(g) You may not transmit to Itemize any data, image or other document that contains personally identifiable or other sensitive information pertaining to you or any other person unless all personally identifiable and sensitive information is first deleted or redacted or is expressly authorized in your Use Agreement. Personally identifiable and other sensitive information includes: a driver’s license, passport, social security card, birth certificate, a personal check, a bank or credit card statement or other financial record that contains the bank account name or account number or the full credit or debit card number, card expiration date, and card

verification code, religion or religious preferences, race, gender, age, sexual orientation or preference or information relating to the health of any individual, other than receipts provided by your pharmacy and health care providers if no individual can be identified on the document. We may delete any personally identifiable or sensitive information contained in your Information, but we are not responsible or liable if we do not.

(h) You have the right at any time to change or delete any of your Information in your Itemize Account as provided in your Use Agreement or our Privacy Policy.

(i) You may not, or allow any other person to, transmit to Itemize any information that:

(j) misappropriates, violates or infringes any Intellectual Property or other property right of any person or any person's rights of publicity or privacy;

(ii) violates, or encourages any conduct that would violate, any applicable law, rule or regulation or that could give rise to civil liability;

(iii) is violent or threatens or encourages violence or conduct that could be harmful or threatening to any person;

(iv) is defamatory, disparaging, abusive or harassing of any person or fraudulent, false, misleading or deceptive, even if the information is not legally actionable; or

(v) vulgar, obscene, pornographic or otherwise objectionable.

We may delete from your Itemize account any information described in this Section 6(i) in our sole discretion, but we are not responsible or liable if we do not.

(j) You may not take or engage in, or permit any other person to take or engage in, any action or conduct that does, attempts to or allows you or anyone else to:

(i) build a website, product or service that is similar to or competitive with Itemize or our Services;

(ii) decipher, decompile, disassemble or otherwise reverse engineer the Itemize system, our Intellectual Property or any of our Services, or any portion of them, or make any effort to ascertain, derive or obtain the source code, algorithms or models contained in any Itemize system, Intellectual Property or our Services;

- (iii) perform any technical security integrity review, penetration test, load test or otherwise probe, scan or test the vulnerability of any Itemize system, intellectual Property or our Services except as expressly permitted under, and in full compliance with, your Use Agreement;
- (iv) avoid, bypass, remove, deactivate, impair, descramble, breach, modify, circumvent or in any other way compromise any security or authentication measure we implement to protect the Itemize system, our Intellectual Property or our Services or information we store, whether by sending a worm, “trap door,” “back door,” “trojan horse,” bug or otherwise;
- (v) access or search our Services, or the information we store, using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and search engines we provide or web browsers generally available to the public;
- (vi) interfere with any other person’s access to the Itemize system or our Services, whether by sending a virus, overloading, flooding, spamming, mail-bombing or otherwise; or
- (vii) access the account or information of any other person that uses our Services.

Section 7. Certain Obligations and Rights of Itemize

- (a) Itemize will use commercially reasonable efforts to provide the Services covered by your Use Agreement in accordance with and subject to the terms and conditions of this Agreement and your Use Agreement and in compliance in all material respects with all laws, rules and regulations applicable to the provision of our Services by us. We have no obligation to provide you with future upgrades, enhancements, features or functionality with respect to the Services covered by your Use Agreement unless your Use Agreement otherwise expressly provides.
- (b) We do not warrant that our Services will be uninterrupted, timely or error free, unless expressly set forth in your Use Agreement, and we disclaim implied warranties in Section 11.
- (c) We will comply with our Privacy Policy.
- (d) We will provide customary industry standard data encryption and other security measures to protect your Information; however, no data transmission over the Internet can be guaranteed to be secure. We are not responsible or liable if your Information is lost, damaged or destroyed or if Itemize systems or your Itemize Account is compromised as a direct result of Itemize’s gross negligence.

(e) We are entitled to use your Information for a variety of purposes, including monitoring and analyzing the use of our systems and Services, improving the content, features and functionality of our systems and Services, marketing our Services to you and compiling anonymized, aggregated data for our marketing efforts by us and third person. We will only use your Information in accordance with our Privacy Policy.

(f) We may sub-contract or delegate the performance of certain functions to third persons in our sole discretion. We have entered into a contract with a nationally recognized third-party provider of cloud-based storage products and forward your Information for storage under this contract. We also may retain third-persons to perform certain manual processing services with respect to your Information.

(g) If your Use Agreement permits you to use our Services for a trial period without any fee, we have no obligation to provide any particular service level or support services during the trial period and we may cease providing our Services for any reason and without notice to you.

(h) We may send to you and your Users notices and other communications, including alerts, relating to your Itemize account and our Services, by email or by posting on the portal used to provide our Services to you. Any of these communications will satisfy any legal requirement that the communication would satisfy if sent in hardcopy written form. Our alerts are not encrypted and may include personal information about your Itemize Account, such as your account balance or the due date for an invoice or statement. Anyone with access to your email will be able to view the content of our alerts. You consent to the provisions of this Section 7(h).

(i) We may use your name and logo and refer to you as a subscriber to our Services in our publications, on the Itemize website and in marketing our Services, and you consent to this.

(j) The Itemize website or your Use Agreement may provide links to other websites as a convenience to Users. In addition, Itemize may refer a User to a partner company that offers accounts payable or payment solutions or other services. If authorized by you, we will transfer your Information you submit to us to your other accounts, such as a credit card or bank account, an account with a provider of accounting software services or an account with a provider of accounts payable or payment solutions. Itemize does not review and has no control over these linked sites or other accounts; we are not responsible for any information they contain. This Agreement and our Privacy Policy do not apply to your Information that you submit to a linked site or that we transfer to another account of yours, and we are not responsible for the privacy or use of any such Information. Before you access any link we provide or authorize us to transfer your Information to another account of yours, you should carefully read the privacy and other policies posted

on the linked website or applicable to your other account. Itemize does not provide a warning to its Users about any of the foregoing matters before they enter a linked site, or your Information is transferred to another User account.

Section 8. Term of this Agreement

(a) The term of this Agreement begins on the Effective Date and ends on the date your Use Agreement terminates for any reason. Unless otherwise expressly provided in your Use Agreement, the initial term provided in your Use Agreement will automatically renew for a like term unless you or we send a written termination notice at least thirty (30) days prior to the expiration of the initial term or any renewal term. The termination notice to us must be sent to Itemize by email at: support@itemizecorp.com. You may not terminate your Use Agreement prior to the end of its initial term or any renewal term unless otherwise expressly provided in your Use Agreement.

(b) We may terminate your Itemize account, this Agreement or your Use Agreement at any time for any reason in our discretion unless otherwise expressly provided in your Use Agreement. We will terminate your Itemize account, this Agreement and your Use Agreement immediately if we determine that you have violated this Agreement or your Use Agreement, if you use your Itemize account or our Services in violation of any applicable law or if we are required to do so by applicable law. We may also terminate your Itemize account, this Agreement and your Use Agreement if you are insolvent, become subject to any bankruptcy, insolvency, receivership or liquidation proceeding or make an assignment for the benefit of creditors. In addition, we may notify appropriate law enforcement agencies if your use of our Services violates applicable law.

(c) Upon any termination of your Itemize Account, this Agreement or your Use Agreement:

(i) you must cease all use of our Services;

(ii) you may request Itemize to delete your Information by contacting us at www.itemize.com/contact or by email to support@itemizecorp.com. We will periodically delete the data from our online, active database. Your Information may continue to be stored in back-up data-bases, but we will not continue to access any of it except as described in our Privacy Policy or as permitted under your Use Agreement;

(iii) you will continue to be responsible for any (x) fees or other charges you incurred through the date of termination; and (y) if your Use Agreement provides for a fixed term and we terminate the Use Agreement for cause, any remaining fees payable for the fixed term unless your Use Agreement expressly otherwise provides; and

(iv) all your obligations under these this Agreement and your Use Agreement will survive and remain unaffected, except that you will no longer be obligated for any further fees or other charges, except as described in clause (iii) of this Section 8(c).

Section 9. Confidentiality

(a) You and Users must keep confidential all our “Confidential Information” (as defined in Section 9(b)). Neither you nor any User may, directly or indirectly, use any Confidential Information for your or its own benefit except as expressly permitted by this Agreement or your Use Agreement. Neither you nor any User may disclose any Itemize Confidential Information to any third person without our express prior written consent, except you and Users may disclose Confidential Information:

(i) to employees, consultants, contractors and agents of yours who have a need to know it in order to perform their responsibilities to you, who are informed of its confidential nature and who are bound to you by a confidentiality obligation with respect to it;

(ii) as expressly permitted by this Agreement or your Use Agreement; or

(iii) as required by applicable law, provided that neither you nor any User will make any such disclosure without first notifying Itemize, unless the notification is not allowed by law. Prior to making the disclosure, you will allow us a reasonable opportunity to seek injunctive or other relief to prevent or limit the disclosure and you will fully cooperate with us, at our expense, in any effort by us to seek this relief.

(b) “Confidential Information” includes any information that is marked confidential or that a reasonable business person would understand to be confidential, proprietary or sensitive (whether received before or after the Effective Date and whether transmitted to you orally or in writing (including by email), stored electronically or obtained by observation) relating to our business, operations, financial condition or prospects, Services, marketing plans and strategies, stockholders, Representatives, customers, suppliers, licensors (and others with which we have a business relationship) and Intellectual Property. Confidential Information does not include:

(i) any information that is generally available to the public through no fault of yours or any of your Users or any Representative of yours or of your Users;

(ii) any information that was in your possession prior to its disclosure by Itemize, as evidenced by your contemporaneous written records;

(iii) any information that you receive from a third person that to your knowledge, after reasonable inquiry, is under no obligation of confidentiality with respect to such Confidential Information; or

(iv) any information that was or is independently developed by you or anyone on your behalf does not use or include and is not based on or derived from Confidential Information.

You shall be responsible and liable for any use or disclosure of our Confidential Information in violation of this Agreement by any of your Users or any Representative of yours or of your Users.

(c) You may not remove, alter, modify or obscure any element, part or feature, including the size, color or font, of any Service identification, trademark, service mark, logo or legal notice included in our Services or that we use to market, promote or provide our Services, the Itemize brand or Itemize. You may not use any of our Intellectual Property, including any copyright, trademark, service mark or logo, for any purpose other than in connection with your use of our Services in compliance with this Agreement and your Use Agreement.

(d) We will hold in confidence and will not disclose or otherwise transfer any of your Information that is labeled as “confidential” or with words of similar meaning. This Section 9(d) does not apply to any of your Information that (i) was already known by us at the time you provided it to us; (ii) was obtained by us from a third person, other than a User, who we did not know at the time was under an obligation of confidentiality to you; (iii) is or becomes generally available to the public without our fault; or (iv) was or is independently developed by us or anyone on our behalf without the use of any of your Information that is confidential.

(e) If you have entered into an Itemize Purchase Order or an Itemize Services Agreement, the pricing information in it is confidential and neither you nor we shall disclose it to any third person without the express prior written consent of the other, except that we may each disclose pricing information to our respective auditors and other professional advisors, governmental regulatory agencies and as required by applicable law.

Section 10. Mutual Indemnification

(a) Itemize will indemnify and hold harmless you and each of your stockholders, members, directors, managers, officers and employees (“Subscriber Indemnified Parties”) from and against any third-person claim, demand, action, suit or other proceeding, or any settlement of any thereof, damages, losses, liabilities, reasonable costs or expenses (including reasonable attorneys’, accountants’ and other professionals’ fees and expenses and costs of investigation) (“Third-Person Claim”) that is made against any Subscriber Indemnified Party if and to the extent the Third-Person Claim asserts infringement of such third person’s intellectual

property rights by the Services as provided to you pursuant to this Agreement and your Use Agreement. Our indemnification obligation under this Section 10(a) does not apply to any Third-Person Claim asserting infringement to the extent that the infringement arises as a direct or indirect result of (i) any use of our Services in a manner that is not authorized or permitted by this Agreement or your Use Agreement; (ii) any use of our Services in combination with other products, equipment, devices, software, systems or data that we have not supplied; or (iii) any alteration, modification or customization of our Services or systems made by any person other than Itemize if such infringement would not have occurred without such alteration, modification or customization. This Section 10(a) sets forth our entire obligation and your exclusive remedy, for any Third-Person Claim of infringement.

(b) If a Third-Person Claim of infringement for which Itemize is obligated to indemnify you pursuant to Section 10(a) has been made, or in our reasonable opinion is likely to be made, we may, at our option, either: (i) procure for you the right to continue using the Services covered by your Use Agreement at no additional cost to you; (ii) replace or modify the Services to eliminate the infringement; (iii) cease providing the Services, terminate your Itemize account and your Use Agreement and refund all pre-paid fees covering future use of the Services; or (iv) defend the action on your behalf pursuant to Section 10(a).

(c) You will indemnify and hold harmless Itemize and each of our affiliates and our and their respective stockholders and Representatives (“Itemize Indemnified Parties”) from and against any Third-Person Claim made against an Itemize Indemnified Party that arises out of, is based on or results from (i) any action taken or omitted to be taken by you, your affiliates, any of your Users or any Representative of yours, of your affiliates or of your Users relating to the use of our Services; (ii) any infringement of such third person’s intellectual property rights as a result of the use of our Services by you, your affiliates, any of your Users or any Representative of yours, of your affiliates or of your Users; (iii) any breach by you or any of your Representatives of any provision of this Agreement or your Use Agreement; or (iv) any claim or demand by a client or customer of yours, or by any other person with which you have a business relationship, that arises out of, is based on or results from the use of our Services by such client, customer or other person.

(d) If a Subscriber Indemnified Party or an Itemize Indemnified Party becomes subject to a Third-Person Claim for which it (the “Indemnified Party”) intends to seek indemnification under this Section 10, the Indemnified Party will provide notice to the other party (the “Indemnifying Party”), as soon as reasonably practicable, but no later than ten (10) business days, after the Indemnified Party obtains knowledge of the Third-Person Claim. The notice shall describe in reasonable detail the Third-Person Claim and the basis for the Indemnified Party’s right to indemnification under this Section 10. The Indemnifying Party has the right to assume and control the defense and settlement of the Third-Person Claim with counsel of recognized standing of its choice by giving notice to the Indemnified Party as soon as reasonably practicable after receiving the notice of the Third-Person Claim from the Indemnified Party.

If you are the Indemnifying Party, you may not assume and control the defense and settlement of the Third-Person Claim unless you demonstrate to our satisfaction, in our sole discretion, that you have the financial and other resources necessary to defend effectively the Third-Person Claim and to pay any judgment that could result therefrom. Notwithstanding the foregoing provisions of this Section 10(d), you shall not be entitled to assume and control the defense of any Third-Person Claim of infringement described in Section 10(c)(ii) unless in our we expressly consent thereto in writing, in our reasonable discretion.

(e) The Indemnified Party shall fully cooperate with the Indemnifying Party in connection with the defense of a Third-Person Claim, at the expense of the Indemnifying Party, and may participate in (but not control) such defense with counsel of its choice and at its own sole expense. If the Indemnifying Party assumes the defense of a Third-Person Claim, (i) the Indemnifying Party will not settle or otherwise compromise it without the express prior written consent of the Indemnified Party, unless the Indemnified Party is released from all liability in connection with the settlement or compromise and is not required to admit to any wrong-doing or consent to any action or inaction; and (ii) the Indemnified Party shall not settle the Third-Person Claim without the express prior written consent of the Indemnifying Party. If the Indemnifying Party does not assume the defense of a Third-Person Claim, the Indemnified Party will defend it diligently and in good faith with counsel of recognized standing of its choice but will not settle the Third-Person Claim without the express prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, delayed or conditioned.

Section 11. Disclaimer of Warranties

(a) We provide our Services on an “as is” and “as available” basis and we are not responsible or liable for the availability of the Services or the timeliness with which the Services are provided, except as otherwise expressly provided in your Use Agreement.

(b) We are not responsible or liable a result of your use or inability to use our Services or any of your Information for any reason, including any Force Majeure Event. We are not responsible or liable for the loss, unauthorized use, corruption, accuracy, completeness or correctness of any of your Information or of any data, information or report we provide to you. We are also not responsible or liable for any damage to your computer or other hardware or systems as a result of any download or transfer of your Information to or from Itemize or for any damage, loss, liability, cost or expense you suffer as a result of furnishing to any third person any report or data we provide that is inaccurate, incomplete or incorrect. These disclaimers of liability apply even if Itemize is negligent.

(c) TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, ITEMIZE DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY OR OTHERWISE, (I) WITH RESPECT TO THE ITEMIZE SERVICES, INCLUDING ANY REPRESENTATION OR WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF

DEALING, USAGE OR TRADE; (II) WITH RESPECT TO THE MERCHANTABILITY OF THE SERVICES OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE OR USE; (III) THAT THE SERVICES WILL BE SUITABLE OR USEFUL FOR, OR MEET THE REQUIREMENTS OR EXPECTATIONS OF, SUBSCRIBER OR ANY CUSTOMER OR CLIENT OF SUBSCRIBER OR ANY OTHER PERSON; (IV) THAT THE SERVICES WILL BE FREE FROM ERROR OR WILL PRODUCE RELIABLE, ACCURATE, COMPLETE OR CORRECT INFORMATION; OR (V) THAT THE USE OF THE SERVICES BY SUBSCRIBER DOES NOT INFRINGE THE INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS OF ANY THIRD PERSON.

(d) Itemize licenses software, tools and other intellectual property from third persons (“Licensors”). The licensed intellectual property may be incorporated into our system and/or Services. The Licensors do not make, and expressly disclaim, any representation or warranty with respect to the licensed intellectual property or the use of it, or otherwise. As between us and our Licensors, only we are responsible to you under this Agreement and your Use Agreement.

(e) No advice or other information you obtain from us about our Services or any other matter, whether orally or in writing or posted on our website, constitutes a representation or warranty by us unless it is also expressly set forth in this Agreement or your Use Agreement.

Section 12. Limitations of Liability

(a) ITEMIZE IS NOT RESPONSIBLE OR LIABLE FOR ANY EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SPECIAL DAMAGES, INCLUDING PUNITIVE DAMAGES, FOR, AS A RESULT OF OR IN RESPECT OF ANY ACT OR OMISSION IN CONNECTION WITH OR RELATING TO THE PROVISION OF OR THE FAILURE TO PROVIDE ITEMIZE SERVICES; THE BREACH OF THIS AGREEMENT OR YOUR USE AGREEMENT; ANY DELAY OR ERROR OR OMISSION IN PROVIDING THE SERVICES; OR ANY VIRUSES, TROJAN HORSES, BUGS OR THE LIKE (REGARDLESS OF SOURCE) OR ANY OTHER MATTER WHATSOEVER, WHETHER OR NOT ANY SUCH DAMAGES COULD BE FORESEEN AND WHETHER OR NOT ITEMIZE HAS BEEN WARNED THAT SUCH DAMAGES COULD ARISE. THE FOREGOING LIMITATION INCLUDES CONSEQUENTIAL DAMAGES SUCH AS LOST REVENUE, LOST PROFITS, LOST GOODWILL, OPPORTUNITY COSTS OR THE COST OF SUBSTITUTE OR REPLACEMENT SERVICES. ITEMIZE IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OF REVENUES OR PROFITS, OR OTHERWISE, AS A RESULT OF YOUR LOSS OF ANY CLIENT OR CUSTOMER AS A RESULT OF YOUR USE OF OUR SERVICES OR OTHERWISE.

(b) The limitations on liability provided in Section 12 (a) shall not apply to our indemnification obligations under Section 10(a).

(c) IN THE EVENT OF ANY BREACH OR BREACHES BY ITEMIZE OF THIS AGREEMENT OR YOUR USE AGREEMENT, OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY SUCH BREACH OR BREACHES SHALL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID TO AND RECEIVED BY ITEMIZE FROM YOU IN THE SIX MONTHS PRIOR TO SUCH BREACH. IF YOUR USE AGREEMENT DOES NOT REQUIRE THE PAYMENT OF ANY FEES FOR OUR SERVICES, OUR TOTAL LIABILITY TO YOU FOR ANY BREACH OR BREACHES OF IT BY US SHALL BE LIMITED TO A CUMULATIVE TOTAL OF FIFTY DOLLARS (\$50). YOU MUST COMMENCE AN ACTION, SUIT OR OTHER PROCEEDING WITH RESPECT TO ANY BREACH WITHIN ONE YEAR AFTER ITS OCCURRENCE AND IF YOU DO NOT, YOU WILL HAVE WAIVED ANY CLAIM RELATING TO THE BREACH.

(d) THE LIMITATIONS SET FORTH IN THIS SECTION 12 APPLY TO ANY CLAIM RELATING TO THIS AGREEMENT OR YOUR USE AGREEMENT, THE BREACH OF THEM OR THE SERVICES UNDER ANY LEGAL THEORY, INCLUDING CLAIMS SOUNDING IN CONTRACT, TORT, BREACH OF WARRANTY, STRICT LIABILITY, EQUITY OR OTHERWISE.

(e) You will not commence or participate in any claim or claims brought as any type of class, coordinated or aggregated action, suit or other proceeding, or receive or retain, and you irrevocably and unconditionally waive any right to, any monetary or other benefit as a result of any such action, suit or proceeding.

Section 13. Certain Regulatory Matters

(a) You may not use, export, re-export, import or transfer any of our Services except in full compliance with the laws of the United States and the applicable laws of foreign jurisdictions, including laws that prohibit the export or re-export of certain products and services into any country embargoed by the United States, or to any person on the list of Specially Designated Nationals of the US Department of the Treasury or the Denied Person's List or Entity List of the US Department of Commerce.

(b) If you believe that any information we provide to you infringes any of your copyrights, you should immediately notify the Itemize Designated Copyright Agent by email at legal@itemizecorp.com (subject line: "Designated Copyright Agent") or by mail at Itemize Corp., 1201 North Market Street, Suite 111, Wilmington, Delaware 19801 (Attention: General Counsel). The notice must be physically signed, electronically or manually, by the owner of the copyright claimed to be infringed or by a person authorized to act on the owner's behalf and must contain the following:

(i) a description of the copyrighted work that you claim has been infringed;

(ii) a description of the location of the claimed infringing material that is reasonably sufficient to enable Itemize to identify and locate the material;

- (iii) the address, telephone number and email address at which we can contact you;
- (iv) a statement that you believe in good faith that our use of the material has not been authorized by the owner of the copyright, its agent or applicable law; and
- (v) a statement under the penalty of perjury that the information provided in the notice is accurate and complete and that you are either the owner of the copyright that is alleged to be infringed or are duly authorized to act by the copyright owner, its agent or applicable law.

Section 14. Miscellaneous Terms

(a) This Agreement, together with your Use Agreement and our Privacy Policy, contains the entire agreement between you and us with respect to the matters covered in or contemplated by this Agreement and your Use Agreement and supersedes any and all proposals, discussions, statements, representations, understandings or agreements by Itemize or between us and you in existence on or prior to the Effective Date. In the event of any manifest conflict between the terms of your Use Agreement and this Agreement, the provisions of your Use Agreement shall control.

(b) Neither this Agreement nor your Use Agreement may be amended or otherwise modified by you without our express prior written consent. No term or condition contained in your Itemize Purchase Order will be amended or otherwise modified by any provision, term or condition in your form of purchase order, acceptance of our form of PO or otherwise unless we expressly agree in writing to the amendment or modification.

(c) No provision of this Agreement or your Use Agreement (or your breach of them) may be waived by Itemize, except in writing duly executed by us that expressly sets forth the waiver. No course of conduct by us, whether constituting acts or omissions, constitutes an amendment, modification or waiver of any provision of this Agreement or your Use Agreement or any breach of them. No delay or failure by us to enforce any provision of this Agreement or your Use Agreement or to exercise any right or remedy available to us constitutes a waiver by us of our right to enforce the provision, right or remedy. No waiver by us of any provision of or right or remedy under this Agreement or your Use Agreement, or under applicable law, on one occasion constitutes a continuing waiver. No waiver by us for the benefit of any other person which uses our Services constitutes a waiver as to you.

(d) We may amend or otherwise modify any provision of this Agreement at any time and from time to time in our sole discretion. We will post on our website any amendment or modification and it shall become effective immediately, or as otherwise stated in the posting. We will use reasonable commercial efforts to provide at least five (5) business days' prior notice of any material amendment

or modification either by email to your current email address on record with us, or by posting the notice on the Itemize website or the portal through which you access our Services. By continuing to use our Services after any amendment or other modification becomes effective, you automatically become bound by the amendment or modification, and it becomes part of this Agreement.

(e) You may notify Itemize for any of the following reasons at support@itemizecorp.com or by mail at 1201 North Market Street, Suite 111, Wilmington, Delaware 19801 (to the attention of General Counsel):

(i) to notify us of any unauthorized use of your password, ID or Itemize Account;

(ii) to ask any questions about this Agreement, your Use Agreement, our Services or the Privacy Policy;

(iii) to provide any comment or suggestion concerning your Itemize Account or our Services generally; or

(iv) to lodge a complaint about the implementation of this Agreement, your Use Agreement or our Privacy Policy with respect to you.

The notice must include the exact name and postal or email address of an individual who is authorized to act on your behalf.

Any comment or suggestion that you provide to us concerning our Services or otherwise relating to Itemize will not be subject to our Privacy Policy and may be available to other users of our Services. We will respond as quickly as is commercially reasonable, but we reserve the right not to respond to any general comment or suggestion. You hereby assign to us all your rights and interests in the comments and suggestions for no additional consideration. They will be our exclusive property upon receipt. We have the right to use your comments and suggestions for any purpose, including creating a new service or incorporating a comment or suggestion into an existing Service as a feature or otherwise, without any obligation or liability to you. You will execute and deliver any document or instrument we reasonably request to effect further the assignment to us of any comment or suggestion.

(f) This Agreement and your Use Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Delaware applicable to contracts made and to be performed entirely in the State of Delaware, without reference to the principles of conflict of laws of the State of Delaware. Any dispute that arises under or relates to this Agreement or your Use Agreement (or the breach or alleged breach of them) or any of our Services (a “Dispute”) shall be brought before a State or Federal court located in Wilmington, Delaware. You irrevocably and unconditionally consent and submit to the exclusive jurisdiction of any of these courts for the purpose of resolving a Dispute and agree that you will not in any forum object to jurisdiction on the grounds that any such court is an inconvenient forum, or that there is a more convenient forum, for the resolution of the Dispute.

YOU FURTHER AGREE THAT YOU WILL NOT REQUEST, AND YOU IRREVOCABLY AND UNCONDITIONALLY WAIVE, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT OR OTHER PROCEEDING TO RESOLVE A DISPUTE.

(g) Any breach by you or any of your Users or any Representative of yours or of your Users of any provision of this Agreement or your Use Agreement will result in irreparable harm to us that may not be quantifiable or adequately remedied by the payment of monetary damages. Therefore, in the event of any such breach or threatened breach, we will be entitled to seek specific performance and/or preliminary and permanent injunctive and other appropriate equitable relief to remedy such breach or prevent such threatened breach without posting any bond or other security and without proving that monetary damages would be an inadequate remedy. The equitable relief contemplated by this Section 14(g) is in addition to any or all other remedies available to us, including the remedy of monetary damages, all of which remedies are cumulative and not exclusive.

(h) In any action, suit or other proceeding to interpret or enforce this Agreement or your Use Agreement, the prevailing party shall be entitled to recover its costs and expenses (including reasonable fees and expenses of counsel and costs of investigation) in connection with the action, suit or other proceeding.

(i) If any provision of this Agreement or your Use Agreement is held by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable in any jurisdiction, the remaining provisions of this Agreement or your Use Agreement will be unaffected and enforced in accordance with their respective terms. Any illegal, invalid or unenforceable provision will be enforced in any jurisdiction in which the provision is not held to be illegal, invalid or unenforceable. Any illegal, invalid or unenforceable provision shall be reformed by such court to the minimum extent necessary so that the reformed provision is enforceable in such jurisdiction to the maximum extent possible. The reformation may include adding or deleting words or phrases in the provision, limiting the scope or duration of the provision, substituting another, enforceable provision for it, or otherwise in the court's discretion.

(j) This Agreement and your Use Agreement inure to the benefit of you and us and our respective successors and permitted assigns. There are no third-party beneficiaries of this Agreement or your Use Agreement, other than our Licensors and each Indemnified Party under Section 10 and their respective successors, permitted assigns, estates, heirs, executors and personal representatives. No client or customer of yours or any other person with which you have a business relationship is a third-party beneficiary of this Agreement or your Use Agreement.

(k) We shall not be in breach of this Agreement or your Use Agreement as a result of any Force Majeure Event. We will use reasonable commercial efforts to minimize the effect of any Force Majeure Event.

(l) You may not assign or transfer any rights under this Agreement or your Use Agreement without our express prior written consent, and any such assignment is null and void. We may assign this Agreement and your Use Agreement without your consent in connection with a merger, consolidation or other business combination to which we are a party or by which our ownership is affected or in connection with the sale of all or substantially all of our business and assets.

(m) We are providing our Services to you as an independent contractor and nothing in this Agreement or in your Use Agreement shall be construed to create a partnership, joint venture, employer/employee or other collaborative business arrangement between Itemize and you

(n) The headings of the Sections in this Agreement are inserted for convenience of reference only and do not alter or affect the meaning or interpretation of any provision of this Agreement. Any reference herein to a “person” shall include natural persons, corporations, limited liability companies, limited liability partnerships, general and limited partnerships, companies, associations, trusts and governmental and other entities of any kind or nature. Any reference in this Agreement to a “Section” refers to a Section of this Agreement. As used in this Agreement, (i) the words “including” and “includes” mean “including, without limitation,” or “includes, without limitation,” respectively, whether or not so expressed; (ii) the singular form includes the plural, and vice versa; (iii) the masculine, feminine or neuter pronoun refers to any other appropriate pronoun, as the context requires; (iv) the word “any” means one or more and the word “or” shall be read in the conjunctive and the disjunctive; (v) the words “will” and “shall” shall be read as compulsory; (vi) the words “herein,” “hereof,” “hereunder,” “hereto” and words of similar import refer to this Agreement as a whole and not to any particular provision hereof; and (viii) references to “days” mean calendar days, to “business days” mean any day on which commercial banks in New York, New York are not authorized or required to be closed for commercial business and to “dollars” or “\$” mean US dollars. Unless otherwise expressly defined or provided in your Use Agreement, the definitions contained herein, and the provisions of this Section 14(m), are incorporated in and made a part of your Use Agreement

(o) This Agreement, together with your Use Agreement, express the mutual intent of you and us. If any provision of this Agreement or your Use Agreement is deemed to be ambiguous, the provision shall be enforced in accordance with this mutual intent and shall not be construed against either you or us because such provision was drafted by you or us, or our respective Representatives, nor shall any other principle of “strict construction” apply to the interpretation or enforcement of any provision of this Agreement or your Use Agreement.



1201 North Market Street, Suite 111
Wilmington, DE 19801

Solutions

- Accounts Payable
- Wholesale Lockbox
- Accounts Receivable
- Cash Management
- Accounting & Tax
- VAT Data
- Loan Processing
- Supply Chain

About Us

- Leadership
- Careers
- Press

- [Privacy Policy](#)
- [Terms of Service](#)
- [Cookie Policy](#)
- [Security](#)

Resources

- [Blogs](#)
- [Developer Hub](#)
- [Itemize Expense](#)
- [Compliance and Trust](#)

Copyright © 2025 Itemize – All Rights Reserved