# Terms of Service

These Terms of Service ("**ToS**") are

**BETWEEN**

the "**Customer**", a legal entity set forth as such in the Subscription Form,

**AND**

"**Yooz**", the legal entity set forth as such in the Subscription Form.

Customer and Yooz are together referred to as the "**Parties**" or individually as a "**Party**"

## Preamble

**WHEREAS,** Yooz offers an online service application providing document capture and automated processing services; and

**WHEREAS,** the Customer desires to access and subscribe to the services provided by Yooz for its benefit, subject to the terms and conditions outlined in this Contract.

**NOW THEREFORE,** in consideration of the mutual promises and benefits set forth herein, the Parties agree as follows:

## Definitions

1. "**Administrator**" means the individual designated by the Customer in the Subscription Form who shall be responsible for the administration of the Service on behalf of the Customer. The Administrator has the authority to modify the Customer's subscription, including the ability to upgrade, downgrade, or add additional features or services in accordance with the ToS.
2. "**Authorized Personnel**" means Yooz's employees, agents, representatives and subcontractors who require access to the Customer and End Customer data and information.
3. "**Commitment Period**" means the duration of the initial term, which is set to fifteen (15) months and includes the time allocated for initial implementation and integration. During this period, the Customer agrees to engage with and pay for the services.
4. "**Contract**" means the contractual documents that govern the provision of the Service in the following order of precedence: (i) the Subscription Form, (ii) the ToS, (iii) the Data Processing Agreement, and (iv) any other documents referenced within the previous documents. The provisions of a higher-ranking document will control over any conflicting provisions in a lower-ranking document, unless explicitly stated otherwise. Any acceptance of the Subscription Form by the Customer is acceptance of the Contract. The Customer agrees that the Contract expressly excludes the application of the Customer's general terms and conditions of purchase and/or any contractual terms specified by the Customer in its purchase order (if any).
5. "**Customer Data**" means all data and information provided by the Customer and/or End Customer(s) and received by Yooz in performance of the Service, except the Customer's identification data, or data already in the possession of Yooz or publicly available.
6. "**Document**" means any document processed or generated by the Service, including but not limited to invoices, credit notes, purchase orders, receipts, attachments, and miscellaneous documents.
7. "**End Customer**" means the Customer's client, if applicable.
8. "**End User**" means an authorized user of the Customer (including Named User and End Customer's authorized user if applicable).
9. "**Intellectual Property**" means all rights recognized under applicable law, including, without limitation, patents, copyrights, trademarks, trade secrets, and other proprietary rights. This includes rights in and to software applications, executables, libraries, software development kits (SDKs), application programming interfaces (APIs), designs, specifications, documentation, and any related works. It also encompasses any modifications, updates, upgrades, enhancements, customizations, compatibility adjustments, or corrections provided or developed under this Contract, to the extent such changes constitute protectable intellectual property, as well as all associated know-how, proprietary information, and materials.
10. "**Maintenance Period**" means the designated timeframes during which Yooz may perform updates, enhancements, corrections, or other modifications to the Service. Maintenance Periods are restricted to occur between 18:00 and 06:00, Monday to Friday, Saturday and/or Sunday (UTC -06:00 during Central Standard Time or UTC -05:00 during Central Daylight Time), Yooz will use commercially reasonable efforts to minimize disruption during these periods.
11. "**Named User**" means the person designated by the Customer to use the selected Yooz Edition. It is strictly prohibited from sharing a Named User's credentials (e.g., login, password, etc.).
12. "**Service**" means a Yooz Edition and its optional Additional Services as described in article "Description of the Service".
13. "**Subscription Form**" means the document signed by the Customer that specifies the services subscribed to, along with any associated terms and conditions related to those services.

## Purpose

14. The Contract sets forth the terms and conditions of the Service. The use of the Service is subject to the full compliance with the Contract by the Customer.

## Effective Date

15. The Contract is effective from the signature date on the Subscription Form (herein after the "Effective Date").

## Term

16. The Commitment Period shall commence on the Effective Date. This Contract will automatically renew for additional twelve (12) month periods (each, a "Renewal Term") unless the Customer provides written notice of non-renewal in accordance with article "Termination".

## Description of the Service

17. **Yooz Edition** means a Document capture and automated processing service of Documents received or created by the Customer (or End Customer if permitted) and sent to Yooz via the Internet or any other media in any form.
18. The number following the Yooz Edition name (100, 500, 1000, etc.) sets forth the monthly volume of Documents included in the subscription. Each additional Document will be charged at the rate set forth in the Subscription Form.
19. **Additional Service** or "*Add-On*" refers to any supplemental feature or functionality that a Customer may elect to purchase or subscribe to, which are not included in the base service offering. These Additional Services may incur additional fees as outlined in the applicable Subscription Form or Pricing Guide in effect at the time of the Customer's order. The Customer may subscribe to Additional Services at any point, including during the active subscription period. Additional Services may be subject to volume restrictions, which aligns with the limitations imposed on the corresponding Yooz Edition subscribed to by the Customer.
20. **Implementation Services** refers to any assistance Yooz provides for the setup and integration of the Service for the Customer's use. It may include activities such as system configuration, data migration, user training, and other actions necessary to support the deployment of the Service, as outlined in the Contract.

21. **Consulting Services** refers to any service provided by Yooz to improve and optimize the Customer's use of the Service throughout the duration of the Contract.
22. The provision of Implementation and Consulting Services is subject to the availability of Yooz's personnel. Delays or changes caused by the Customer may impact the timeline for these services and could result in additional fees.
23. **YoozStamp.** The Customer may purchase YoozStamps from Yooz's partners, subject to availability and their own terms and conditions.
24. All YoozStamps purchased by the Customer may be subject to sales taxes, to be paid by the Customer.
25. **YoozPay Starter.** As a customer of Yooz, at Customer's sole discretion the Customer may choose to utilize the Additional Service YoozPay Starter as its payment processing service via Yooz third-party distribution relationship and platform integration with Checkbook (Checkbook Inc., with primary offices at 1500 Fashion Island Blvd, Suite 103, San Mateo CA 94404). Yooz Payments are subject to the Checkbook Business Terms and Conditions (available here: https://www.getyooz.com/terms-of-use-passthrough).
26. As a condition of Yooz enabling Payment Processing Services through Checkbook, the Customer agrees to provide Yooz accurate and complete information about the Customer and its business. The Customer also authorizes Yooz to share this information, along with any transaction information related to the Customer's use of YoozPay Starter provided by Checkbook pursuant to their Privacy Policy.
27. **YoozPay.** As a customer of Yooz, at the Customer's sole discretion, the Customer may choose to apply for the Additional Service YoozPay as its payment processing service via Yooz third-party relationship and platform integration with globalVCard LLC, doing business as Edenred Pay ("Edenred Pay"). Edenred Pay is an independent service provider offering an integrated payables solution via an integration with YoozPay. Use of the Edenred Pay services are expressly subject to approval by Edenred Pay and will be governed by the following documents: CSI General Terms and Conditions, CSI Commercial Card Agreement, CSI ACH Agreement, and CSI Check Outsourcing Agreement (available here: https://www.getyooz.com/terms-of-use-passthrough-yoozpay).
28. As a condition of Yooz enabling Payment Processing Services through Edenred Pay, the Customer agrees to provide Edenred Pay accurate and complete information about the Customer and its business via Edenred Pay's online application process. In addition, the Customer hereby authorizes Yooz to share transaction information related to the Customer's use of YoozPay pursuant to the Yooz Privacy Policy.

## Authority

29. The Customer represents and warrants that it is a legal entity in good standing and eligible to subscribe to the Service. The individual signing the Contract on behalf of the Customer represents that they have the full authority to bind the Customer to it. By using the Service, the Customer consents to the transfer, processing, and storage of its data in accordance with the terms set forth herein.

## Customer Data Location

30. The Customer Data is stored and processed on servers located within the United States of America and is not transferred outside the country. The processing of the Customer Data is governed by the Data Processing Agreement ("DPA").

## Service Technical Requirements

31. Access to the Service requires that the Customer and the Customer Data meet the specifications set forth on the Yooz website as updated from time to time (http://help.getyooz.com/).
32. The Service requires Internet access, which is not included. The Customer and End Customers shall obtain Internet access at their own cost and expense.

## Access to the Service

33. During the term of the Contract, the Customer is provided access to and use of the Service for internal business purposes only. Yooz will use commercially reasonable efforts to provide said Service, subject to the Customer's compliance with all applicable obligations under the Contract.

## Modification of the Service

34. Yooz has no obligation to modify the Service. In cases where Yooz changes the Service, the Customer agrees in advance to use this newest available version of the Service.

## Support

35. Every Yooz Edition includes an online support system dedicated to the resolution of incidents affecting the Service.
36. Online customer support allows the Customer to report an incident via email, telephone or chat.
37. Yooz support only covers incidents directly attributable to the Service. Incidents affecting the Customer's technical environment or the Customer's network are not covered by the support.
38. Yooz acknowledges a written support request within eight (8) business hours following the receipt by Yooz of a support request through the support system.
39. Before submitting a support request, the Customer agrees to conduct any necessary tests to ensure that the incident does not originate from factors external to the Service, such as its network or its internet service provider, and to respond at its own expense, to any question addressed by End Users.
40. Yooz cannot guarantee that its support service will solve any and all incidents raised by the Customer or that no further incidents will be generated by customer support.
41. Yooz reserves the right not to respond to a request for assistance which does not comply with the terms of this article.

## Availability

42. Service availability is calculated on a calendar monthly basis excluding Maintenance Periods (the "Service Period").
43. Yooz will use commercially reasonable efforts to ensure that the Service is available 100% of the Service Period.
44. Yooz guarantees that the Service will be available 99% of the Service Period.
45. If it is determined that the Service has not reached this level of availability and the Customer has been adversely affected by it as documented in a support ticket, the Customer is eligible for a credit calculated as follows:
    a. If the Service is available less than 99% of the Service Period, the Customer will receive a credit of five (5)%;
    b. If the Service is available less than 98% of the Service Period, the Customer will receive a credit of ten (10)%;
    c. If the Service is available less than 97% of the Service Period, the Customer will receive a credit of twenty (20)%.

46. The credit is calculated based upon the price paid by the Customer for its subscribed Yooz Edition (i.e., excluding any additional Documents processed and/or Additional Services and/or any other service of product) in the month affected by the downtime and is only applied to the next invoice.
47. The provisions of this article "Service Level" constitute Yooz's sole and exclusive liability under the Contract regarding the Service's availability.

### Integrity

48. During the term of the Contract, Yooz will use commercially reasonable efforts, in accordance with industry standards, to ensure the integrity of the Customer Data, including periodic backups. In the event that a significant portion of the Customer Data is permanently lost due to circumstances exclusively attributable to Yooz, the Customer shall be entitled to a discount equal to 100% of the price paid for its subscribed Yooz Edition (excluding any additional Document processing or Additional Services) for the month during which the loss occurred. This discount will be applied to the next invoice. If the affected month is the final month of the current term, and upon the Customer's request, Yooz will issue a refund. The provisions of this article "Integrity" constitute the entire liability under the Contract for the Customer Data.

### Security

49. Yooz undertakes to take all commercially reasonable measures, in accordance with industry standards, to ensure the security of its Service, particularly against risks such as hacking or viruses. Yooz may interrupt the Service or restrict access to the hosted Customer Data if a security threat is detected, including vulnerabilities, intrusions, data corruption, viruses, or malware. Yooz will restore access to the Service as soon as reasonably possible, once the threat is resolved, and any downtime during this period will be considered part of the Maintenance Period.

### Confidentiality

50. Yooz shall treat all Customer Data as confidential information and shall maintain its confidentiality for the duration of the Contract. Yooz shall not disclose or permit the disclosure of the Customer Data to any third party, except to Authorized Personnel or as otherwise permitted under the Contract. The obligation of confidentiality shall not apply in the following circumstances:
    a. Disclosure of the Customer Data is required by law, regulation, or necessary to enforce the Contract;
    b. The Customer Data was lawfully known to Yooz prior to its receipt from the Customer;
    c. The Customer Data has been made publicly available by the Customer without restriction; or
    d. The Customer Data is or becomes publicly available through no fault or action of Yooz.

### Rules and limitations of the Service

51. The Customer shall comply with the rules of this article as follows:
    a. The Customer shall not connect to the Service under a false identity or on behalf of a third party;
    b. The Customer shall not create user accounts by automated means or under false or fraudulent pretenses;
    c. The Customer shall not make any changes, adaptations, translations or reverse engineer any portion of the Service or the underlying Intellectual Property;
    d. The Customer shall not use the Service for illegal file sharing or any other illegal activities, including, but not limited to, transmitting pornography or any content that violates criminal, civil laws, or third-party rights;
    e. The Customer shall promptly notify Yooz of any break of system security of the Service, including, without limitation, in the event of unauthorized use of their password or account;
    f. The Customer shall notify Yooz within five (5) working days if it receives any legal notice regarding the Service or Yooz;
    g. The Customer is solely responsible for safeguarding the access credentials provided by Yooz and warrants that no unauthorized individual will be permitted to access the Service;
    h. The Customer assumes responsibility for the security of individual stations to access the Service;
    i. The Customer shall not interfere with or disrupt the Service, its servers, or the networks connected to the Service, nor attempt to exploit any vulnerabilities in the system;
    j. The Customer shall comply with the DPA.
52. The Customer agrees not to infringe, directly or indirectly, upon Yooz's Intellectual Property. Furthermore, the Customer shall not:
    a. Permit the use of the Service by any third party (except as permitted for End Customers, if applicable);
    b. Sell (except in accordance with article "Assignment"), rent, lease, copy (in whole or in part), license, sublicense, or make any commercial use of the Service other than as permitted for End Customers and in accordance with the intended purpose under the ToS;
    c. Copy, adapt, translate, transform, create derivative works, or modify the Service or the underlying Intellectual Property for any reason, including the correction of any errors. No implied license is granted under the Contract;
    d. Develop a product or service that competes with the Service or the underlying Intellectual Property by incorporating ideas, functions, or graphics similar to the Service or the underlying Intellectual Property;
    e. Access, view, or analyze the source code or object code of the Service or the underlying Intellectual Property, or attempt to reverse engineer, disassemble, decompile, or otherwise interfere with the Service or the underlying Intellectual Property or the data therein in any manner not authorized by the ToS;
    f. Use the Service or the underlying Intellectual Property in violation of any applicable laws, including, without limitation, privacy and intellectual property laws.
53. Any violation of the foregoing shall entitle Yooz to immediately terminate the Contract and all access to all services provided under the Contract, without prejudice to any other remedies available to Yooz.

54. The Customer warrants that End Customers and other users of the Service will also comply with the terms of the foregoing.

### Administration of the Service by the Customer

55. The Customer shall bear sole responsibility for the administration and management of the Service via its own administration interface. The Customer acknowledges that any failure to provide adequate access or actions taken by its designated Administrator, including but not limited to the deletion of workflows or the restriction of access, may impair the full functionality of the Service. The Customer assumes full liability for any such actions or omissions. Yooz shall not be held liable for any acts or omissions by the Customer or its Administrator in connection with the administration of the Service.
56. **Upgrading.** The Administrator may upgrade the Service by requesting available higher-tier plans. Upgrades will take effect immediately upon confirmation from Yooz, and any additional fees associated with the

upgraded Service will be prorated and charged for the remainder of the current term, unless otherwise agreed in writing.

57. The Administrator may request to add new features or services (such as Add-Ons, as referenced to in article "Additional Services") to the existing subscription at any time. Such Add-Ons will be subject to additional fees, which will be prorated for the remainder of the current term.
58. **Downgrading.** If the Administrator requests a downgrade to a lower-tier Service plan or the removal of certain add-on features, the request must be made at least sixty (60) days before the next Renewal Term. Any downgrade must be mutually agreed upon by both parties and will take effect at the start of the next Renewal Term. Any prepaid fees for the current term will not be refunded, and fee adjustments will apply to future Renewal Terms.

## Customer Data

59. The Customer is solely responsible for the collection, transmission, and updating of the Customer Data. The Customer guarantees that the Customer Data do not infringe upon any third-party rights, including but not limited to Intellectual Property rights. More generally, the Customer guarantees that the Customer Data comply with all applicable laws and regulations. Should the Customer Data require Yooz to comply with any specific legal or regulatory obligations, the Customer shall notify Yooz in writing and bear sole responsibility for any associated costs incurred to ensure compliance.

## Intellectual Property

60. Yooz guarantees that it holds all Intellectual Property rights necessary to deliver the Service, including the right to use, update, and provide all programs, technologies, multimedia content, and documentation made available to the Customer, except for the Customer Data. This encompasses, but is not limited to, all software, technologies, information, content, materials, directives, and documents.
61. Yooz retains all rights, title, and interest in and to the Service, including, but not limited to, all software used to provide the Service, all logos, trademarks, and other Intellectual Property associated with the Service. The ToS does not grant the Customer (a) any rights to reproduce, modify, distribute, or publicly display or perform any part of the software used in the Service, or (b) any other rights to the Service beyond those expressly set forth in the ToS.
62. The Customer is not authorized to remove, obscure, or alter in any way the distinctive signs, logos, copyrights, or trademarks of Yooz that are affixed to or displayed on the Service interface or provided in connection with the execution of this Contract. The Service, or any part thereof, may not be used, copied, transferred, or modified, except as expressly authorized by the Contract.
63. The Customer grants Yooz a limited, non-exclusive, right to use, copy, adapt, reproduce, display and transmit the Customer's trademarks, logos, and distinctive signs (collectively referred to as "Customer's Marks"), for the purpose of rendering the Service pursuant to the Contract. The Customer warrants that the Customer's Marks utilized in connection with the Contract do not infringe any Intellectual Property or other rights of third parties.
64. The Customer shall indemnify, defend, and hold harmless Yooz, its Affiliates, and their respective officers, directors, employees, and agents (collectively, the "Yooz Indemnified Parties") from and against any liabilities, losses, damages, fines, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and court costs) incurred by any of the Yooz Indemnified Parties, to the extent arising out of or relating to: (i) The Customer's breach of the intellectual property obligations set forth in this article "Intellectual Property"; (ii) any actual or alleged infringement or misappropriation of third-party intellectual property rights resulting from the Customer's use of the Service.

## Prices

65. The prices for the Service, Implementation Services, and any other services or products are set forth in the Subscription Form at the time of purchase or subscription. All prices are exclusive of applicable taxes, duties, or fees, which are the responsibility of the Customer and will be added to the invoice.
66. Pricing for Yooz Edition is based on the volume of Documents processed. The number following the Yooz Edition name (e.g., 100, 250, 500, 750, 1000, up to 100,000) represents the monthly Document limit included in the subscription. Documents processed beyond the total limit allowed for the current term will be invoiced at the price listed in the Subscription Form at the start of the next Renewal Term. If the Customer exceeds their total Document limit, and elects to not renew for an additional term, Yooz will generate a one-time invoice for that overage at the conclusion of that current term.
67. Prices for the Service and any recurring fees will be automatically increased by five percent (5%) for the next Renewal Term.
68. All prices are exclusive of sales, use or value-added taxes applicable at the time of invoicing, which are the Customer's responsibility.

## Invoicing and Payment

69. The Customer must pay for the Service, Implementation Services, Consulting Services and any other product or service in the amount(s) set in the Subscription Form.
70. Yooz issues an invoice upon the Effective Date for the entire Commitment Period ("Initial Invoice"). This Initial Invoice must be paid before any implementation or service delivery. Ongoing invoices for the Service, Additional Services, features, or Document overages will be issued at the beginning of each subsequent Renewal Term as specified in the Subscription Form. Document overages incurred during a term will be invoiced at the beginning of the next Renewal Term. Sales of products and Consulting Services are invoiced when ordered.
71. All invoices are due and payable immediately upon receipt. Full payment is due on the Effective Date and on the first day of each subsequent Renewal Term. The Customer agrees that its invoices for the Service are sent automatically to its Yooz application at the beginning of each Renewal Term.
72. The Customer agrees to pay all invoiced amounts either via:
    a. **ACH** in the currency specified on the invoice. Yooz accepts ACH payments, and the Customer must initiate ACH payments for all invoices, whether for one-time or recurring transactions, with payment executed by the Customer's bank based on the ACH details provided by Yooz.
    b. **Bank Check:** The Customer sends its payment checks to: Yooz Inc, 55 East 59th Street, 9th Floor, New York, NY 10022. The amount of the check must be the exact amount of the invoice. The written and number amounts on the check must match. The data on the check must not be a future date. The "Pay to the Order of" section of the check must be "Yooz Inc". The check must be signed. The name of the Customer and the invoice number must be on the check.
73. The Customer agrees and understands that the Service operates on a pay-for-access basis with a prepaid volume allocation. Upon receipt of payment, the Customer may access the Service until the expiration or termination of the Contract.
74. No refunds, credits, or fee reductions will be issued for any unused portion of the term, regardless of the Customer's level of engagement or use of the Service, except as provided in article "Service Level".

### Contestation

75. The Customer shall have a period of fifteen (15) days after receipt of an invoice to dispute any amount. If Yooz does not receive a notice of a disputed invoice within such period, the Customer shall be deemed to have waived any objection.

### Delay or Default of the Customer

76. **Late Fees.** Failure to pay any invoice within thirty (30) days of receipt will result in a late fee equal to the lesser of 1.5% of the past due amount per month or the highest amount permitted by law.
77. **Suspension and Termination.** If any invoice remains unpaid after sixty (60) days, Yooz may suspend the Customer's access to the Service until the outstanding amount is paid in full, including any applicable interest. If the Customer fails to make payment within an additional thirty (30) days, Yooz may terminate the Contract and seek collection of all remaining amounts due.

### Implementation

78. During the Commitment Period, the Customer agrees to actively engage in the implementation process, with both Parties using commercially reasonable efforts to fulfill their respective obligations under this Contract.
79. To ensure a successful and timely implementation, the following conditions apply:
    a. **Customer Engagement.** The Customer is required to provide all necessary resources, information, and access in a timely manner, as required for the implementation and integration of the Service. This includes participating in regular status meetings and adhering to agreed-upon timelines. Failure to comply with these engagement requirements may result in delays or suspension of services, as determined by Yooz, until the Customer fully complies with their obligations.
    b. **Payment Obligations.** If the Customer fails to engage or delays the implementation without just cause, Yooz reserves the right to suspend or delay further implementation efforts until the Customer rectifies the situation, without refund of any prepaid fees.
    c. **No Refunds for Non-Engagement.** If the Customer fails to actively participate or does not use the Service as intended during the Commitment Period, no refunds or fee reductions will be granted.
    d. **Mutual Accountability.** Both Yooz and the Customer agree to use commercially reasonable efforts to ensure that the implementation and integration of the Service are completed as scheduled.

### Liability

80. **Customer Responsibilities.** The Customer shall bear sole responsibility for providing all required Customer Data necessary for the operation of the Service.
81. **Disclaimer of Warranties.** THE SERVICE IS PROVIDED BY YOOZ ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW. Except as otherwise expressly provided in these ToS, Yooz (including its officers, employees, parent, subsidiaries, and affiliates) disclaims any and all warranties and conditions for the Service, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, accuracy, non-infringement, title, compatibility of computer systems, compatibility of software programs, integration, and those arising from course of dealing, course of trade, or arising under statute, custom or practice or trade usage, or with respect to the use, results, correctness, accuracy, reliability, suitability or otherwise of the Service. Yooz also disclaims any warranty of workmanlike effort or the absence of negligence in the provision of the Service. No advice or information given by Yooz or its representatives shall create a warranty with respect to the advice provided. Yooz makes no warranty that the Service will be uninterrupted, error-free, or secure, nor that it will meet the Customer's specific needs. Yooz does not guarantee the Service to be free of defects or interruption of operation. Additionally, Yooz does not guarantee protection against network security breaches or unauthorized access, including viruses, Trojan horses, worms, time bombs, cancelbots, or other harmful programming routines. Yooz is not an insurer or guarantor of network security, and the Customer is solely responsible for carrying its own insurance to cover any losses resulting from network security breaches or other failure in connection with the Service.
82. The Service is priced solely on the basis of actual usage of the Service, and not on the basis of (a) the value of the Customer's data being stored or utilized in connection with the Service; (b) the extent of the Customer's reliance on the Service; or (c) the provision by Yooz of any form of guaranty or warranty against third-party intrusions, attacks, fraud, security failures, and associated losses or damages, which is hereby disclaimed.
83. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, YOOZ'S TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL NOT EXCEED THE TOTAL NET PAYMENTS RECEIVED BY YOOZ FROM THE CUSTOMER UNDER THE CONTRACT DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE ALLEGED BREACH, EXCEPT IN CASES OF YOOZ'S WILLFUL MISCONDUCT.
84. **Exclusion of Consequential and Other Damages.** TO THE FULLEST EXTENT PERMITTED BY LAW, YOOZ SHALL NOT BE LIABLE TO THE CUSTOMER, ITS END CUSTOMERS, OR ANY AFFILIATED PARTIES, OR THEIR OFFICERS, EMPLOYEES, DIRECTORS, MANAGERS, SHAREHOLDERS OR MEMBERS OR ANY END-USER WITH RESPECT TO ANY SUBJECT MATTER OF THE CONTRACT, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICE, CONSULTING SERVICES, IMPLEMENTATION SERVICES, OR ANY OTHER SERVICE ASSOCIATED WITH THE SERVICE PROVIDED UNDER THESE ToS. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF USE, FINANCIAL LOSS, LOSS OF PROFITS OR REVENUE, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL OR SAVINGS, LOSS OF PRODUCTIVITY, INCREASED COSTS AND OVERHEAD COSTS, LOSS OF CONTRACTS, LOSS OF BRAND IMAGE, DELAY OR DISRUPTION IN THE PLANNING OF THE PROJECT OR ACTIVITY OF THE CUSTOMER OR THE END CUSTOMER(S), OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF YOOZ HAS BEEN ADVISED OF OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER LEGAL THEORY. FURTHER, YOOZ SHALL NOT BE LIABLE FOR DAMAGES CAUSED, IN WHOLE OR IN PART, BY THE SOLE, COMPARATIVE OR CONTRIBUTORY NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF YOOZ.
85. **Exclusions Related to External Factors.** YOOZ SHALL NOT BE LIABLE FOR NON-PERFORMANCE OR MALFUNCTION OF THE SERVICE RESULTING FROM THE CUSTOMER'S FAILURE TO MEET THE TECHNICAL SPECIFICATIONS OUTLINED ON THE YOOZ WEBSITE, OR FOR THE USE OF NON-CONFORMING DATA THAT DOES NOT MEET THESE SPECIFICATIONS. THE CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING A RELIABLE INTERNET CONNECTION TO ACCESS THE SERVICE, AND YOOZ SHALL NOT BE LIABLE FOR ANY DISRUPTION, DELAY, OR NON-PERFORMANCE OF THE SERVICE ARISING FROM THE FAILURE OR UNAVAILABILITY OF CUSTOMER'S INTERNET CONNECTION.

86. The Customer is responsible for maintaining the necessary connectivity and infrastructure to access the Service, and Yooz shall not be liable for any disruptions, delays, or performance issues arising from connectivity problems or deficiencies within the Customer's technical environment. Yooz shall not be liable for damages arising from the use of the Service in conjunction with third-party hardware or software or for non-performance or service malfunctions resulting from the Customer's non-compliance with Yooz's technical specifications.
87. To the maximum extent permitted by law, Yooz is not liable for defects in the Service arising from lack of diligence, skill, or care in its provision. Additionally, Yooz shall not be liable for delays or non-performance of any obligation under the contract that is partially or completely due to the Customer, or any other circumstances beyond Yooz's reasonable control.
88. **Force Majeure.** Neither party shall be liable for any failure or delay in performing its obligations under the Contract due to events, including, but not limited to, acts of God, natural disasters, terrorism, war, civil unrest, government restrictions and/or actions, labor disputes, strikes, power outages, cyberattacks, telecommunications failures, pandemics, endemics, fires, floods ("Force Majeure Event").
89. The affected Party must promptly notify the other Party in writing of the Force Majeure Event and make reasonable efforts to mitigate its effects. Obligations will be suspended for the duration of the event.
90. The Customer's payment obligations are not excused unless the Force Majeure Event directly prevents payment (e.g., financial freeze). Payments for services rendered prior to the event must still be made.
91. If the Force Majeure Event continues for sixty (60) days or longer, either Party may terminate the Contract with written notice, provided that all outstanding payment obligations are fulfilled.
92. **Obligation to Minimize Damages.** Each Party shall make commercially reasonable efforts to minimize the damage that could be incurred hereunder.
93. **Acknowledgement of Risk Allocation and Finality of Limitations.** The limitations of liability and warranty disclaimers in articles "Disclaimer of Warranties," "Limitation of Liability," "Exclusion of Consequential and Other Damages," and "Exclusions Related to External Factors" represent a reasonable allocation of risk between the parties and are an essential basis of the parties' agreement. The Customer acknowledges and accepts the inherent risks in relying on connectivity, network security, and other external factors. These limitations shall apply to the fullest extent permitted by law, regardless of any failure of essential purpose of any limited remedy provided herein.

## Termination

94. **Non-Renewal.** If the Customer elects not to renew this Contract, the Customer must provide Yooz with a written notice of non-renewal emailed to cancellation@us.getyooz.com, at least sixty (60) days prior to expiration of the then-current term. The Contract shall remain in effect, and the obligations of both Parties shall continue, until the conclusion of the then-current term.
95. **Right to Sunset Services.** Yooz reserves the right to discontinue specific features or functionalities or services by providing the Customer with at least ninety (90) days' prior written notice. This clause shall not affect other ongoing services provided to the Customer under the Contract.
96. **Termination for breach.** Either Party may terminate this Agreement upon providing sixty (60) days' written notice to the other Party in the event of a material breach by the other Party, provided that the breaching Party has not cured the breach within thirty (30) days of receiving such notice. This termination right is without prejudice to any other rights or remedies available under this Agreement or at law.
97. **Return of Customer Data.** Provided that the Customer is current in its payments, within thirty (30) days following the termination of the Contract and upon the Customer's request, Yooz shall deliver any Customer Data in its possession to the Customer. The Customer may recover such data in an intelligible form by downloading it from the Service. Yooz will permanently delete all Customer Data within thirty (30) days after delivery. If no request for delivery is made, Yooz shall delete all Customer Data no later than two (2) months following the termination of the Contract, subject to any legal requirements or routine electronic backups maintained in the ordinary course of business. If specific instructions from the Customer regarding data retention are provided within the two-month period, Yooz will comply with those instructions before proceeding with deletion.
98. **Effect of Termination or Expiration.** Upon termination or expiration of the Contract, the Customer shall immediately pay all outstanding amounts owed to Yooz, including any accrued but unpaid invoices as of the effective termination or expiration date. The Customer shall cease all access to and use of the Service and ensure the Service is fully removed from all systems, devices, and environments under the Customer's control.

## General

99. **Retention of electronic records to satisfy legal requirements**. Notwithstanding any restriction to the contrary, all technical information concerning the Customer and the End Customer(s) and the electronic exchange of any kind whatsoever between the Parties (including by e-mail, internal mail, etc.) can be stored and archived by Yooz for the purposes of satisfying any legal requirements or for evidentiary purposes.
100. **Export Control.** The Customer agrees to comply with all applicable export control laws and regulations, including those of the United States and other relevant jurisdictions, in connection with the use of the Service. The Customer shall not export, re-export, or transfer the Service or any associated technology, directly or indirectly, to any country or entity prohibited by applicable law.
101. **Publicity.** The Customer authorizes Yooz to use its name and/or logo and/or trademarks to promote internally or externally its company and/or the Service.
102. **Assignment.** The Customer may not assign or transfer in any way the rights or obligations under the Contract without Yooz's prior express written consent, and any such purported assignment without consent shall be void *ab initio*.
103. **Amendment to the Contract.** Yooz reserves the right to make minor modifications to the ToS at any time, including updates for new functionality, security enhancements, or compliance with applicable law, provided these changes do not materially impact the essential obligations of the Parties (Yooz's provision of the Service and the Customer's payment of agreed fees). Such modifications will take effect thirty (30) days after Yooz provides written notice to the Customer by any reasonable means, including posting the updated ToS on Yooz's website. For material modifications, required by technological developments or financial constraints, Yooz will provide said notice at least ninety (90) days in advance.
104. If the Customer objects to a material modification, it must submit a written notice of objection to Yooz within sixty (60) days of receiving such notice. Objections are not permitted for mandatory modifications required by law or for additional security measures and Yooz will implement the change as mandated. Upon receipt of a valid written objection, Yooz may, at its sole discretion, either (i) choose not to implement the modifications, in which case the prior version of the ToS will continue to apply, with the Customer assuming any resulting consequences of the objection, or (ii) terminate the Contract. Notwithstanding the above, the Customer's continued use of the Service

after such notice period will constitute the Customer's consent to the amendment.

105. **Notices.** Any notice or other communication under the Contract shall be in writing and shall be considered given when (i) delivered personally, (ii) delivered electronically subject to written confirmation of receipt, (iii) one business day after being sent by a major overnight courier for next business day delivery, or (iv) three (3) business days after being sent by a major overnight courier for international delivery at such overseas address as a Party may specify from time to time. Yooz can rely on notices to and from the Administrator as on behalf of the Customer or End Customers.
106. **Independent Contractors.** The Parties are independent contractors; nothing in the Contract creates any partnership, joint venture, agency, or franchise relationship between the Parties.
107. **Exclusion of Third Parties.** Nothing in the Contract, expressed or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever, including the End Customer. The Contract creates no third-party beneficiary rights.
108. **Survival.** It is expressly agreed between the Parties in the event of termination of the Contract for any reason whatsoever, articles "Intellectual Property", "Liability" and "General", and any accrued payment obligations of the Customer will survive.
109. **Choice of Law and Choice of Forum.** The validity, interpretation, construction and performance of the Contract shall be governed by the laws of the State of Texas. In the event of any dispute, claim, question, or disagreement arising from or relating to the Contract or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If the Parties do not reach such solution within a period of sixty (60) days, then, upon notice by either Party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association at its Dallas, Texas regional office, in accordance with the provisions of its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, this Contract to arbitrate shall not bar any Party from seeking injunctive relief in any federal or state court sitting in Tarrant County, Texas having jurisdiction thereof, and each of the Parties consents to the exclusive jurisdiction of such state or federal court sitting in Tarrant County, Texas for injunctive relief. The language of the arbitration and the proceedings and communications conducted therein shall be in English. The Parties further waive any objection to venue in such courts and any objection based on *forum non-conveniens*.
110. **Construction.** The Parties agree that the terms and conditions of these ToS shall be construed fairly and in accordance with their plain meaning, without regard to which Party drafted them. Article headings are for convenience only and shall not affect the interpretation or scope of the provisions.
111. **Counterparts; Binding Effect.** The Contract may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument. The Contract may be executed by electronic signature and shall be fully binding and effective for all purposes and shall be given the same effect as original signatures.
112. **Entire Agreement; Severability; Waiver.** The Contract constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, whether written or oral. If any provision of the Contract is deemed unenforceable, it shall be modified only to the extent necessary to make it enforceable, and the remainder of the Contract will remain in full force and effect. No waiver by either Party of any provision of the Contract, or any right, remedy, or obligation hereunder, shall be effective unless expressly set forth in writing and signed by the Party granting such waiver. The failure of either Party to exercise, or delay in exercising, any right, remedy, power, or privilege under these Terms of Service shall not constitute a waiver of that or any other right, remedy, power, or privilege. Any waiver granted hereunder shall not imply a waiver of any future instance of non-compliance or any other breaches of similar or different nature.