Sellify AI Terms of Service

Effective Date: July 12, 2024

These Terms of Service (“Terms of Service”), together with any separate service level commitment , data processing agreement, any Service Order (as defined below) and, if applicable, our online terms and conditions and privacy policies (“Online Policies”) , collectively constitute a binding agreement (this “Agreement”) between Sellify AI(“Sellify AI”) and you or the legal entity you represent (“Customer” or “you”).

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT GOVERNS YOUR USE OF THE SERVICES. BY CLICKING ON THE “CREATE ACCOUNT” BUTTON, COMPLETING THE REGISTRATION PROCESS, ACCESSING OR USING ANY OF THE SERVICES, OR COMPLETING A SERVICE ORDER WITH SELLIFY AI, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH SELLIFY AI, (3) THE INFORMATION YOU PROVIDED IN CONNECTION WITH YOUR SUBSCRIPTION TO THE SERVICES IS ACCURATE AND COMPLETE, AND (4) YOU HAVE THE AUTHORITY TO ENTER INTO THE AGREEMENT PERSONALLY OR ON BEHALF OF THE COMPANY YOU HAVE NAMED AS THE USER, AND TO BIND THAT COMPANY TO THE AGREEMENT. THE TERM “YOU” OR “USER” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED FOR OR SUBSCRIBED TO THE SERVICES. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU DO NOT HAVE SUCH AUTHORITY OR ARE NOT OF LEGAL AGE TO FORM A BINDING CONTRACT WITH SELLIFY AI, YOU MAY NOT ACCESS OR USE THE SERVICES.

If you have any questions about these Terms of Service or the Services, please reach out to Sellify AI Support.

1. DEFINITIONS. Capitalized terms shall have the meanings set forth in this section, or in the section where they are first used.

1.1. “Authorized User” means any individual who is an employee of Customer or an affiliate, partner, service provider or such other person or entity as may be authorized by Customer to access the Services pursuant to Customer’s rights under this Agreement.

1.2. “Customer Communications” means communications sent via the Services, including emails, SMS and MMS messages, communications through websites and transactions, and other similar communications.

1.3. “Customer Data” means any data, information, programs (such as code or scripts), and other content provided or transmitted by Customer or its Authorized Users to the Services, including, without limitation, Customer Marketing Content and personal data, including personal data of end customers and prospects.

1.4. “Customer Marketing Content” means trademarks, trade names, service marks, slogans, logos, other source identifiers, and marketing and promotional content, including content in Customer Communications provided or transmitted by Customer or its Authorized Users to the Services in connection with the advertising, promotion, and sale of products and services.

1.5. “Documentation” means the online user guides and other technical material relating to the use of the Services, including any applicable service descriptions that are made available by Sellify AI to Customer, as may be updated from time to time.

1.6. “Intellectual Property Rights” means any and all intellectual property, industrial property, and other proprietary rights throughout the world, including all rights in, to, or arising out of patents, patent applications, inventions (whether patentable or not), invention disclosures, trade secrets, know-how, proprietary information, works of authorship, copyrights, mask works, moral rights, trademarks, service marks, software, data, technology, layout designs and design rights, and all registrations, applications, renewals, extensions, or reissues of any of the foregoing.

1.7. “Services” means Sellify AI’s cloud-based services including support and other services made generally available and subscribed by Customer in a Service Order or an addendum thereto, including any addons or premium services described in your Service Order.

1.8. “Service Order” means any online or written form or other communication provided by Sellify AI evidencing Customer’s subscription to the Service, including any online checkout process completed by Customer.

1.9 “Sellify AI Momentum Leads” means the add-on or premium Service available to Customer under the terms of this Agreement and your Service Order, which Customer may access (subject to the applicable fees for such Service) during the Term if elected by Customer.

2. MODIFICATION TO THE AGREEMENT.

Sellify AI may amend the Agreement from time to time due to changes to the Services, to account for developments under the law, or for any other reason that does not

materially hinder or disrupt your access rights under this Agreement. When material modifications are made, Sellify AI may (and where required by law, will) send an email to you at the last email address you provided to us pursuant to the Agreement to provide an updated copy of the Agreement (or a link to the online location of the updated instrument). Sellify AI may require you to provide affirmative acknowledgment to the updated Agreement in a specified manner before further use of the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Services. Otherwise, your continued use of the Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK SELLIFY AI'S WEBSITE TO VIEW THE THEN-CURRENT TERMS OF SERVICE.

3. PROVISION OF SERVICES

3.1. Access. Subject to the terms and conditions of the Agreement, Sellify AI grants Customer a non-exclusive, non-transferable, non-sublicensable, and revocable right to access and use the Services during the Term (as defined below) solely for Customer's internal business uses and purposes. Customer may permit its Authorized Users to use the Services provided that Customer shall be responsible for each Authorized User's compliance with the Agreement (including all of our Online Policies published on our website or online platforms).

3.2. Restrictions. Customer will not, and will not permit any Authorized User or other party to: (a) modify, adapt, alter, translate, or create derivative works of the Services; (b) sublicense, lease, rent, loan, distribute, or otherwise transfer the Services or Documentation to any third party; (c) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure, or organization) of the Services; (d) bypass, delete, or disable any copy protection or security mechanisms of the Services; (e) use or demonstrate the Services in any other way that is in competition with Sellify AI; (f) remove any notice of proprietary rights from the Services; (g) attempt to gain unauthorized access to, or disrupt the integrity, performance or security of the Services or the data contained therein; (h) use or copy the Services or Documentation, except as expressly allowed herein; (i) use the Services in violation of our Online Policies (as updated from time to time)y; or (j) use the Services in any manner that infringes or violates the intellectual property right or other right of any person, or otherwise violates applicable law. Sellify AI shall have the right, but not the obligation, to review and monitor all use of the Services to ensure compliance with the terms and conditions of this Agreement.

3.3. Downtime. Customer acknowledges that access to and use of the Services may be suspended for the duration of any scheduled or unscheduled downtime or unavailability of any portion or all of the Services for any reason, including as a result of power outages, system failures or other interruptions, or any other acts, omissions, or failures on the part of Sellify AI.

3.4. Non-Sellify AI Products and Services. Customer may use the Services to interact with non-Sellify AI products or services including webshop or e-commerce platforms ("Non-Sellify AI Services"). Customer is responsible for complying with all terms of use and access policies for any Non-Sellify AI Services you voluntarily access, use, or integrate before launching or in connection with your use of the Services.

Any acquisition by Customer of such Non-Sellify AI Services, and any exchange of data between Customer and any Provider of Non-Sellify AI Services is solely between Customer and the applicable Provider. Sellify AI does not warrant or support any Non-Sellify AI Services, whether or not they are designated by Sellify AI as "certified" or otherwise. Sellify AI is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-Sellify AI Services or its Provider.

Further, some Non-Sellify AI Services may require Customer or Sellify AI to provide certain Customer Data that Sellify AI is processing on Customer's behalf back to the Provider. In these cases, Sellify AI considers Customer's request to integrate with the Non-Sellify AI Services as instruction to provide this data to the Provider according to the Provider's terms and conditions. If Customer does not want this data to be provided to the Provider, Customer will immediately request the suspension of the integration with the respective Provider.

4. USE OF THE SERVICES

4.1. Setup Responsibilities. Customer shall be responsible for setting up and configuring the Services, including without limitation any provisioning of access to the Services to its Authorized Users. Customer shall be responsible for obtaining and maintaining, at Customer's expense, all of the necessary telecommunications, computer hardware, software, services, and Internet connectivity required by Customer or any Authorized User to access the Services from the Internet. In the event that Sellify AI assists or advises Customer with any Services setup, configuration or support, in no event shall such assistance or advice be construed as legal advice.

4.2. Customer Account. Customer is solely responsible for protecting and safeguarding Customer's account and passwords and/or keys or other access protocols

that have been provided to Customer or that are generated in connection with Customer's use of the Services. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of its account and the Services. Customer is solely and fully responsible for all activities, including accrued charges, that occur in connection with its account and its use of the Services. In the event Customer believes Customer's account or the Services have been compromised, including any unauthorized use or access of the Services or any other known or suspected breach of security, Customer shall immediately notify Sellify AI by email to support@sellfiyai.com, but in no event more than twenty-four (24) hours following discovery of such breach.

4.3. Suspension, Limitation and Termination of Access. Sellify AI shall be entitled, without liability to Customer, to immediately suspend, terminate or limit Customer's access to the Services at any time in the event that Sellify AI determines, in its reasonable discretion, that (i) the Services are being used by Customer, or its Authorized Users, in violation of any applicable laws or regulations or this Agreement; (ii) the Services are being used by Customer in an unauthorized, inappropriate, or fraudulent manner; (iii) the use of the Services by Customer adversely affects Sellify AI's equipment or service to others; (iv) Sellify AI is prohibited by an order of a court or other governmental agency from providing the Services; (v) there is a denial of service attack or any other event which Sellify AI determines, in its sole discretion, may create a risk to the Services or to any other customers if the Services were not suspended; (vi) there is a security incident or other disaster that impacts the Services or the security of the Services, Customer's account or Customer Data; or (vii) any amount due under this Agreement is not received by Sellify AI within fifteen (15) days after it was due. Without limiting the generality of this Section, Sellify AI shall have no liability for any damages, liabilities or losses as a result of any suspension, limitation or termination of Customer's right to use the Services pursuant to this Section 4.3.

5. INTELLECTUAL PROPERTY

5.1. Ownership. Customer acknowledges and agrees that the Services (including the Documentation) are protected by copyright and other laws relating to Intellectual Property Rights, and that the Services embody valuable confidential information of Sellify AI and its suppliers, the development of which required the expenditure of considerable time and financial resources. All right, title, and interest in and to the Services, and all worldwide Intellectual Property Rights therein and associated therewith, are the exclusive property of Sellify AI and its suppliers. All rights in and to the Services not expressly granted to Customer in this Agreement are reserved by Sellify AI and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Services, or any part

thereof, including any right to obtain possession of any software, source code, data or other technical material related to the Services.

5.2. Continuous Development. Customer acknowledges that Sellify AI may continually develop, deliver and provide to Customer on-going innovation to the Services in the form of new features, functionality, and efficiencies. Accordingly, Sellify AI reserves the right to modify the Services from time to time. Some modifications will be provided to Customer at no additional charge. In the event Sellify AI adds additional functionality to a particular Service, Sellify AI may condition the implementation of such modifications on Customer's payment of additional fees, provided that Customer may continue to use the version of the Services that Sellify AI makes generally available (without such features) without paying additional fees.

5.3. Feedback. In the event that Customer or its Authorized Users provide any comments or suggestions in connection with the Services, whether written or oral (collectively, the "Feedback"), Sellify AI, in its sole discretion, shall be entitled to use the Feedback without restriction, and such Feedback will not be treated as confidential to Customer. Customer hereby grants Sellify AI, on behalf of itself and its Authorized Users, a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into Sellify AI products and services.

5.4. Aggregated Data. Sellify AI may collect and derive from Customer Data aggregated data that does not identify Customer, any third-party entity or any natural persons, and use and disclose such aggregated data for Sellify AI's legitimate business purposes, which may include but is not limited to Services improvement, service and product development, research and marketing. Additionally, Sellify AI may collect and review Customer Marketing Content to improve and enhance the Services and for other development, diagnostic and corrective purposes.

6. FEES AND EXPENSES; PAYMENTS

6.1. Fees Generally. In consideration for the Services, Customer will pay to Sellify AI the then-current fees set forth in the "Billing" section of Customer's account in the Services unless otherwise set forth in an applicable Service Order (including applicable overages, "Fees"). Your "Billing" Section will be based on the Services you select in the Service Order checkout process, and any features you may voluntary select through our Services. For self-service Customer subscriptions where auto-upgrade billing applies through opt-in or as described during the check-out process, commissions will automatically be charged via the commission rate (as listed on the website per industry), unless otherwise stated via a contract. All contracts and pricing are subject to

change by the discretion of Sellify AI. According to usage, and renewals pursuant to Section 12.1, accounts will renew until canceled through the Services and Account features. Sellify AI shall be entitled to withhold performance and suspend or discontinue the Services until all amounts due are paid in full. In the event of a temporary suspension of Customer's access to the Services, applicable Fees will continue to accrue. Fees will be calculated based on sales made as outlined in the campaign setup process. If a customer engages in a conversation on the Sellify AI platform and completes a purchase within 48 hours of the initial outreach—regardless of the communication channel—the sale will be attributed to Sellify AI. Fees will be calculated based on the achieved event or desired outcome, even if the client cannot fulfill the service or the customer does not proceed with the purchase in the future.

6.2. Fee Increases. Sellify AI will provide Customer fourteen (14) days advance notice for any increase in fees, except with respect to addons or premium Services you elect to access through interacting directly with the Services (for example, accessing our Sellify AI Momentum Leads). Any increases to the Fees, except for addons described in your Service Order, shall apply at the beginning of the Customer's following Term. Customer's continued use of the Services after a Fee increase will constitute Customer's agreement to the increase in Fees.

6.3. Billing, Invoicing, and Payment Terms. Sellify AI will charge Customer the Fees for the Services in advance for each billing period, in accordance with the elections of Customer in the Service Order. Charges will be ran weekly and processed every Monday in accordance with the Due Date set forth in Customer's Service Order. If a Holiday occurs, billing will take the Friday before the Holiday. All Fees for Services are due and payable in US Dollars and are non-refundable. If Customer is paying by credit card, ACH or eCheck, (a) Customer hereby irrevocably authorizes Sellify AI to charge the credit card or other payment method provided for any such amounts when due, (b) amounts due will be automatically charged, (c) if Customer's credit card is declined, Sellify AI will attempt to reach out to Customer for a new payment method, and (d) if Customer's credit card expires, Customer hereby gives Sellify AI permission to submit the credit card charge with a later expiration date. If Sellify AI fails to resolve an issue with Customer resulting from a credit card decline or expiration, Sellify AI may terminate the account due to non-payment. Customer agrees to notify Sellify AI of all billing disputes within five (5) days of delivery of the billing statement or invoice, and disputes not made within that time are waived. Disputes cannot be made after payment is collected. All sales are final. Late payments, including those resulting from credit card declines, will accrue interest according to the terms of the Service Order. If Sellify AI must initiate a collections process to recover Fees due and payable hereunder, then Sellify AI shall be

entitled to recover from Customer all costs associated with such collections efforts, including but not limited to reasonable attorneys' fees. In the event Sellify AI delivers to Customer an invoice for any Fees or interest payments owed hereunder, such invoiced amounts shall be due upon receipt, unless otherwise set forth in the Service Order.

6.4. Taxes. Given the variable treatment of cloud-based and other technology services throughout the United States, Client will be responsible for all taxes associated with Services other than U.S. taxes based on the Sellify AI's net income.

6.5. Expenses. If pre-approved by Customer in a Service Order, Customer shall reimburse Sellify AI for reasonable out-of-pocket expenses (including travel and living) incurred in performing its obligations for specific Services under such Service Order. All costs and expenses incurred by Customer in connection with this Agreement are the sole responsibility of Customer.

7. CUSTOMER DATA AND RESPONSIBILITIES

7.1. Customer Data. Customer Data, and all worldwide Intellectual Property Rights therein, is, as between Sellify AI and Customer, the exclusive property of Customer. Customer grants Sellify AI a non-exclusive, sublicensable, transferable, worldwide, royalty-free and fully paid license to process and use the Customer Data as necessary for purposes of providing the Services and as otherwise permitted in this Agreement. Customer warrants that Customer is the owner or legal custodian of, or otherwise has the right and has or will obtain the necessary permissions, valid consents and releases to lawfully transmit, store and use all Customer Data in connection with the Services and to grant the rights granted to Sellify AI under this Agreement.

7.2. Customer Personal Data. Sellify AI shall collect, use, disclose and otherwise process Customer Personal Data (as defined in applicable privacy laws), and safeguard the privacy, confidentiality and security of Customer Personal Data only as a service provider and processor acting on behalf of Customer, who shall be the ultimate controller of all Customer Data. Sellify AI will not directly or indirectly sell any Customer Data or retain, use, or disclose any Customer Data for any reason other than for the purpose of providing the Services to Customer and Authorized Users under the terms of this Agreement and our Online Policies. Sellify AI maintains reasonable technical and organizational measures to secure its systems and prevent unauthorized access to or use of the Services and to protect Customer Data (including Personal Data) against accidental loss, corruption, and data breaches. Consistent with the limitations in this Agreement, the parties acknowledge and agree Sellify AI shall not be liable for any loss, destruction, alteration, unauthorized disclosure, or corruption of Customer Data or Personal Data caused by any third party outside of Sellify AI's control, so long as Sellify

AI did not fail in the maintenance of (or perform an act violating) its technical and organizational measures. In the event of a data breach relating to Customer Data or Personal Data, Sellify AI will, consistent with and to the extent permitted by applicable law, notify Customer of the breach incident as soon as reasonably practicable after Sellify AI becomes aware of the incident.

7.3. Customer Account Information. Sellify AI's use of Account Information shall be in accordance with the Privacy Notice, and Customer consents to such usage. "Account Information" means information about Customer that Customer provides to Sellify AI in the creation or administration of its Sellify AI account. For example, Account Information includes names, usernames, login credentials, phone numbers, email addresses and billing information associated with a Sellify AI account.

7.4. Customer Responsibilities for Data and Security. Customer and its Authorized Users shall have access to the Customer Data and shall be responsible for all changes to and/or deletions of Customer Data and the security of all passwords and other account information required in order to access and use the Services. Customer shall have the ability to retrieve or export Customer Data out of the Services using the self-service tools Sellify AI makes available to the Customer. Customer is encouraged to make its own back-ups of the Customer Data. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data and the means by which Customer acquired Customer Data, and for the adequate security, protection and backup of Customer's Data.

7.5. Customer Communications. Customer shall comply with all applicable laws and regulations applicable to Customer's use of the Services, including Customer Communications and Customer Marketing Content, which laws and regulations shall include but not be limited to (a) any applicable laws that govern online promotions, offers, gift cards, coupons, and/or gift certificates, data privacy and protection, intellectual property, the sending of electronic marketing messages and the sending of SMS and/or MMS text messages and (b) laws and regulations that apply to commerce, in each jurisdiction in which Customer will be sending marketing communications to a resident of the jurisdiction. Customer acknowledges and agrees that Sellify AI (y) does not control or monitor Customer Communications, or guarantee the accuracy, integrity, security or quality of such Customer Communications and (z) is not responsible for obtaining any necessary consents or permissions from recipients of Customer Communications. Upon request, Customer shall provide reasonable proof of compliance with the provisions set forth in this Section and Sellify AI shall have no obligation to provide Services where Sellify AI reasonably believes that Customer has not so complied.

7.6 Data Processing Agreement. To the extent Sellify AI may receive, maintain, use, or disclose Personal Data on behalf of Customer in circumstances or with respect to Personal Data that is subject to strict U.S. consumer privacy laws (such as CCPA and CPRA) or international data protection laws (such as GDPR) that require a formal data processing agreement, Customer acknowledges and agrees that Sellify AI shall engage in processing all Customer Data and Personal Data subject to the terms of a separate data processing agreement, in the form mutually acceptable to the parties.

7.7 Access to Sellify AI Momentum Leads. To the extent Customer accesses or uses the Services in connection with our Sellify AI Momentum Leads addon, Customer understands and agrees that all potential business referrals and contacts made available to Customer must be contacted by Customer, at their election, according to the same end user consent and TCPA statements set forth in Section 7.8 below.

7.8. Use of Artificial Intelligence

Sellify AI employs artificial intelligence ("AI") technologies to create dynamic conversations and enhance user engagement and experience. These AI-driven services enable the automation of conversational interactions, providing more personalized and responsive communication with end users. By using Sellify AI's AI-enabled services, Customer acknowledges the following:

- AI Technology Acknowledgment: Customer understands and agrees that Sellify AI utilizes AI technologies to generate dynamic conversations and interactions as part of the Services. Customer acknowledges that while Sellify AI strives for accuracy and relevance in the AI-generated content, Sellify AI does not guarantee that the content will always be free from errors or inaccuracies.
- Customer Notification Responsibility: Customer agrees to inform and obtain consent from their end users regarding the use of AI technologies in the services they provide (including any required consents under TCPA or other telemarketing laws potentially impacted by Customer’s use of the Services). This includes clearly disclosing in their privacy policies, terms of service, or any relevant consent forms, that AI is used to generate dynamic conversations and may involve the processing of personal data as necessary for the AI to function effectively.
- Data Use and Privacy Compliance: Customer is responsible for ensuring that the use of AI technologies in connection with the Services complies with all applicable laws, regulations, and guidelines related to data privacy and protection (in light of Customer’s capacity as the data controller of its Customer Data and

information). This includes, but is not limited to, obtaining all necessary consents from end users for the collection, use, and processing of their data by AI technologies and Sellify AI as part of the Services.

- AI Ethics and Fair Use: Customer commits to using the AI-enabled Services in an ethical manner, ensuring that the use of AI does not lead to discrimination, bias, or unfair treatment of individuals. Customer further agrees not to use the AI to generate unlawful, harmful, or inappropriate content.

Sellify AI is committed to the responsible and ethical use of AI technologies and expects the same commitment from its Customers. Sellify AI reserves the right to review and monitor the use of its AI technologies to ensure compliance with this Agreement and applicable laws and regulations.

By using the Services, Customer represents and warrants that they have implemented the necessary measures to meet these requirements and will promptly notify Sellify AI of any known or suspected issues related to the use of AI technologies in accordance with this section.

8. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

8.1. Mutual Representations and Warranties. Sellify AI and Customer each represents and warrants that: (i) it has full corporate right, power, and authority to enter into this Agreement and (ii) the execution of this Agreement by and the performance of its obligations and duties hereunder do not and will not violate any agreement to which it is a party or is otherwise bound.

8.2. Customer Representations and Warranties. Customer represents and warrants that: (i) Customer has a legally sufficient privacy policy that is made available to end customers and prospects prior to their provision of any Customer Personal Data to Customer or Sellify AI; (ii) the Customer Data and use of the Customer Data (a) will not infringe, misappropriate, or otherwise violate the Intellectual Property Rights or other rights of any third party, (b) will not constitute defamation, invasion of privacy or publicity, or otherwise violate any similar rights of any third party, and (c) will not be used in any activity in violation of the law or to promote such activities, including, without limitation, in a manner that might be illegal or harmful to any person or entity; (iii) it will not distribute, share, or facilitate the distribution of unauthorized data, malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code; and (iv) Customer will comply with and will at all times honor the terms and conditions of any online coupon or similar marketing offer, deal or advertisement to market Customer’s products and services offered or otherwise promoted via the Services.

8.3. Limited Warranty. Sellify AI warrants that the Services, when used in accordance with the terms of this Agreement, will perform substantially in accordance with the Documentation during the term of this Agreement. The foregoing warranty shall not apply to performance issues of the Services resulting from (i) content provided by or passed through Customer or third parties in connection with the Services (including Customer Data); (ii) Customer's data structures, operating environment, equipment or other technology; (iii) the use or combination of the Services with any other software, services or hardware not supported by Sellify AI; (iv) causes external to the Services, such as problems with the hardware, network or other infrastructure with which the Services are used; (v) unauthorized or improper use of the Services; or (vi) any modification of the Services by Customer or its Authorized Users. Provided that Customer notifies Sellify AI in writing of any breach of the foregoing warranty during the term of this Agreement, Sellify AI shall, as Customer's sole and exclusive remedy, use commercially reasonable efforts to correct such non-conformance and if Sellify AI fails to remedy the non-conformity, Customer may terminate the Agreement.

8.4. Disclaimer. THE LIMITED WARRANTY SET FORTH IN SECTION 8.3 IS MADE FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.3 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES (INCLUDING THE DOCUMENTATION) ARE PROVIDED "AS IS," AND SELLIFY AI MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SOFTWARE, DOCUMENTATION, OR SERVICES (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER BY SELLIFY AI, AND ANY OFFERS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLIFY AI DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR OPERATE WITHOUT INTERRUPTION OR DOWNTIME OR BE ERROR FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR CONDITIONS OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

9. LIMITATION OF LIABILITY

9.1. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SELLIFY AI, NOR ANY OF ITS AFFILIATES,

SUBCONTRACTORS, LICENSORS, VENDORS OR SUPPLIERS, NOR ANY OF ITS THIRD PARTY PARTNERS, BE LIABLE TO CUSTOMER OR ANY OTHER THIRD PARTY FOR LOST REVENUES, LOST PROFITS OR OTHER SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, RELIANCE OR EXEMPLARY DAMAGES ARISING FROM CUSTOMER'S OR ANY OTHER THIRD PARTY'S USE OF OR INABILITY TO USE THE SERVICES INCLUDING, BUT NOT LIMITED TO, LOSS OF TECHNOLOGY, LOSS OF DATA OR INTERRUPTION OR LOSS OF USE DAMAGES WHETHER OR NOT SELLIFYAI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. THE MAXIMUM AGGREGATE LIABILITY OF SELLIFYAI, ITS LICENSORS AND VENDORS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), SHALL NOT EXCEED THE ACTUAL FEES PAID BY CUSTOMER FOR THE SERVICE FOR THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE INITIAL EVENT GIVING RISE TO LIABILITY HEREUNDER, LESS ANY DAMAGES PREVIOUSLY PAID BY SELLIFY AI TO CUSTOMER IN THAT SIX (6) MONTH PERIOD.

9.2. Basis of the Bargain. The parties agree that the limitations of liability set forth in this Section 9 shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the Fees have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

10. CONFIDENTIALITY

10.1. Confidential Information. During the term of this Agreement, each party (the "Disclosing Party") may provide the other party (the "Receiving Party") with certain information regarding the Disclosing Party's business, technology, products, or services, or other confidential or proprietary information (collectively, "Confidential Information") in whatever form (written, oral or visual) that is furnished or made available to the Receiving Party by or on behalf of the Disclosing Party that (a) if in tangible form, the Disclosing Party has labeled in writing as proprietary or confidential, (b) if in oral or visual form, the Disclosing Party has identified as proprietary or confidential at the time of disclosure, or (c) is of a character that is commonly and reasonably regarded as confidential and/or proprietary. For the avoidance of doubt, the Services, Documentation, and all enhancements and improvements thereto (and underlying proprietary rights or protected features), will be considered Confidential Information of Sellify AI.

10.2. Protection of Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party,

except for exercising its rights and performing its obligations under this Agreement. The Receiving Party will limit access to the Confidential Information to its employees and contractors who have a need to know, who are subject to confidentiality obligations no less restrictive than those set forth herein and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and, upon request, the Receiving Party shall provide to the Disclosing Party written notice certifying compliance with this sentence, unless prohibited by applicable law.

10.3. Exceptions. The confidentiality obligations set forth in this section will not apply to any information that: (a) is or becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) the Receiving Party can prove, by clear and convincing evidence, was already known to the Receiving Party without restriction at the time of disclosure; or (d) the Receiving Party can prove, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party promptly (to the extent legally permitted) notifies the Disclosing Party in writing of such required disclosure and reasonably cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

10.4. Remedies. Any breach or threatened or attempted breach of this Section 10 may result in immediate, irreparable harm for which monetary damages would be an inadequate remedy. If a court of competent jurisdiction finds that the Receiving Party has breached (or attempted or threatened to breach) any of the obligations set forth in this Section 10, the Receiving Party agrees that, without any additional findings of irreparable injury or other conditions to injunctive relief, it will not oppose the entry of an appropriate order compelling its performance and restraining it from any further breaches (or attempted or threatened breaches).

11. INDEMNIFICATION

11.1. By Sellify AI. Sellify AI will defend at its expense any suit brought against Customer, and will pay any settlement Sellify AI makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the Services infringe or misappropriate any Intellectual Property Rights in the jurisdictions in which Sellify AI operates. If any portion of the Services becomes, or in Sellify AI's opinion is likely to become, the subject of a claim of infringement, Sellify AI may, at Sellify AI's option: (a) procure for Customer the right to continue using the Service; (b) replace or modify the Services to be non-infringing without materially impairing the functionality of the Services; or (c) terminate this Agreement and refund to Customer the pro-rated portion of any prepaid fees attributable to any unused Services, and upon such termination, Customer will immediately cease all use of the Services. Notwithstanding the foregoing, Sellify AI shall have no obligation under this Section or otherwise with respect to any infringement claim based upon (v) the Customer Data (w) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (x) any use of the Services in combination with other products, equipment, software or data not supplied by Sellify AI; (y) any modification of the Services by any person other than Sellify AI; (z) modification of the Services based upon specifications furnished by Customer (any of the foregoing circumstances under clauses (v) through (z) will be collectively referred to as a "Customer Indemnity Responsibility"). This Section 11.1 states the sole and exclusive remedy of Customer and the entire liability of Sellify AI, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for third party claims and actions described in this Section 11.1 (subject to the limitations in Section 10 on aggregate damages).

11.2. By Customer. Customer will indemnify, defend and hold Sellify AI, its officers, directors, affiliates, subsidiaries, licensors, agents and employees (each a "Sellify AI Party") harmless from and against any and all losses, damages, liability, costs and expenses awarded by a court or agreed upon in settlement, as well as all reasonable and related attorneys' fees and court costs arising out of or relating to: (a) a Customer Indemnity Responsibility; (b) Customer's breach or alleged breach of any representation, warranty or obligation under the Agreement, or any violation of law; or (c) the use, transmission, access, disclosure, or other processing of Customer Data.

11.3. Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

12. TERM AND TERMINATION

12.1. Term. These Terms of Service commence on Customer's registration of an account, and continue until all Services subscriptions in all Service Orders have expired or have been terminated, and Customer's account has been closed. Unless otherwise specified on an applicable Service Order, Customer's subscription to the Services commences on Customer's registration for an account, and shall continue in effect for the selected subscription term length (the "Initial Term"). Thereafter, and unless otherwise specified in a Service Order, each applicable Service Order shall automatically renew for successive subscription terms of the same length (each a "Renewal Term"), unless either party provides notice to the other party of its intention not to renew prior to expiration of the Initial Term or the then-current Renewal Term. A party must provide at least (a) five (5) days prior notice if on a monthly billing cycle, or (b) thirty (30) days prior notice if on any other billing cycle. Notification of such non-renewal from Customer to Sellify AI must be provided as detailed in the Cancellation page on the Sellify AI website, which must be confirmed by Sellify AI. The Initial Term and all Renewal Terms will collectively be referred to as the "Term" or "Subscription Term".

12.2. Termination. Either party may terminate the Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach. Sellify AI may terminate this Agreement at any time without cause and without notice. In addition, Sellify AI may terminate this Agreement upon notice to Customer if (a) Customer becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, or liquidation for the benefit of creditors; (b) in the event of non-payment in accordance with Section 6; or (c) Customer is on a free-tiered account and such account is inactive for a period of twelve (12) months or more. Upon termination, Customer shall not be entitled to any refund of any Fees previously paid to Sellify AI for Services except in the event Sellify AI terminates without cause or Customer terminates due to Sellify AI's uncured material breach, in which case Customer may be entitled to a pro-rata refund of any pre-paid and unused Fees advanced to Sellify AI.

12.3. Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) all rights and obligations of both parties, including all licenses granted hereunder, shall immediately terminate (except that all payment obligations accrued prior to termination or expiration shall survive); and (b) each party shall comply with the obligations to return or destroy all Confidential Information of the other party, as set forth in Section 10.2. Additionally, Sellify AI shall have no obligation to retain any Customer Data after any termination or expiration of this Agreement and may delete all Customer

Data, unless required by applicable law. All liabilities accrued under this Agreement prior to the effective date of termination and the following Sections will survive expiration or termination of this Agreement for any reason: 1 (Definitions), 2 (Modification of the Agreement), 4.3 (Suspension, Limitation and Termination of Access), 5 (Intellectual Property), 6 (Fees and Expenses; Payments), 8.4 (Disclaimer), 9 (Limitation of Liability), 10 (Confidentiality), 11 (Indemnification), 12.3 (Effect of Termination) and 13 (Miscellaneous).

13. MISCELLANEOUS

13.1. Marketing. Customer agrees that Sellify AI may refer to Customer by name, logo and trademark in Sellify AI's marketing materials and website. Customer acknowledges and agrees that Sellify AI does not certify or endorse, and has no obligation to certify or endorse, any of Customer's products, services, or content.

13.2. Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Utah, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Customer hereby expressly consents to the personal jurisdiction and venue in the state and federal courts located in Salt Lake City, Utahfor any lawsuit arising from or related to this Agreement. CUSTOMER EXPRESSLY WAIVES (a) ANY OBJECTION TO THE JURISDICTION OF SAID COURTS AND (b), TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE OR CLAIM UNDER THIS AGREEMENT.

13.3. Export. Customer agrees not to export, re-export, or transfer, directly or indirectly, any any software, technology or information forming a part of the Services or the Documentation in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction.

13.4. Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

13.5. Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.6. No Assignment. Customer may not assign its rights or delegate any obligations hereunder without the express prior written consent of Sellify AI. Any assignment by

Customer without the prior written consent of Sellify AI shall be null and void. Sellify AI may assign its rights or obligations hereunder without notice or consent; provided, however, that the Services shall continue to operate as specified in this Agreement. This Agreement shall inure to the benefit of each party's permitted successors and assigns.

13.7. Force Majeure. Without limiting any other provision in the Agreement, Sellify AI, or any Sellify AI Party, is not responsible or liable to any Customer for delay or failure to perform its obligations hereunder in the event that any of Sellify AI or Sellify AI Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Sellify AI Party (as determined by such party in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

13.8. Independent Contractors. Each party's relationship to the other party is that of an independent contractor, and neither party is an agent or partner of the other. Neither party will have, and will not represent to any third party that it has, any authority to act on behalf of the other.

13.9. Third-Party Beneficiaries. There are no third-party beneficiaries under the Agreement.

13.10. Notices. Where Sellify AI requires Customer to provide an email address, Customer is responsible for providing Sellify AI with its most current email address. In the event that the last email address provided to Sellify AI is not valid, or for any reason is not capable of delivering to Customer any notices required or permitted by the Agreement, Sellify AI's dispatch of the email containing such notice will nonetheless constitute effective notice. Customer may give notice to Sellify AI at the following email address: legal@sellfiyai.com. Notice shall be deemed to have been duly given on the first business day following successful email transmission to Sellify AI.

13.11 Right to Fees (Limited). If any fees or other amounts due and payable under this Agreement are referred by Sellify AI to an attorney or third party debt collection agency for collection according to the timelines above, Customer agrees to be responsible for all collection costs, reasonable attorney fees, court costs, and a

collection fee as allowed by applicable law (including, without limitation, Utah Code § 12-1-11).

13.12. Entire Agreement and Order of Precedence. Customer's applicable Service Order, any separate data processing agreement or service level commitment, these Terms of Service, and the Online Policies,constitute the final, complete and exclusive agreement of the parties with respect to the subject matters hereofs. In the event of a conflict, the Agreement documents shall govern in the order of precedence stated in the preceding sentence. Any terms and conditions that may be contained in any acknowledgment, invoice, purchase order or other Customer-provided form are specifically null and void. Except as otherwise set forth in the Agreement, no modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Customer and Sellify AI.

13.13 Multilevel marketing. We are not a multilevel marketing service. We do not support multilevel marketing companies on our platform.

13.14 High Pressure Upselling. We do not allow for high pressure upselling. Clients will be terminated if high pressure selling tactics are used, reported, or found.

13.5 Telemarketing- Sellify AI is NOT generally classified as a telemarketing company within the meaning of TCPA.

13.6 Marketing best practices, claims, and reviews. Sellify AI does not tolerate unfair, deceptive, or deceptive, or predatory practices towards consumers. Sellify AI does not make outrageous claims, use deceptive testimonials, use and allow fake testimonials.