

Kuikwit Terms of Use

Last Updated: January 01, 2026

Welcome to Kuikwit. We're so glad you're here. Please read the following terms before using our Services. You will be agreeing to, and will be bound by them through your continued use of our Services.

These Terms of Use, along with our Privacy Policy and Data Processing Addendum (the "**DPA**") incorporated herein, constitute the agreement (the "**Agreement**") established by and between **Kuikwit LLC**, with its principal office at 3153 Fire Road, Unit 1E, Egg Harbor Township, NJ 08234 (referred to as "**Kuikwit**", "**we**", "**us**", or "**the Company**") and any person or entity signing up for or using the Services supplied by us, including anyone acting on behalf of another person or entity (referred to as "**Client**" and "**you**") collectively "**parties**", individually "**party**".

BY SIGNING UP FOR THE SERVICES, ACCESSING OR USING THE SERVICES YOU (I) ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTOOD AND ACCEPTED THIS AGREEMENT, (II) HEREBY REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ENTER OR ACT ON BEHALF OF THE INDIVIDUAL OR ENTITY YOU REPRESENT, AND BIND TO THIS AGREEMENT AND (III) YOUR USE OF THE SERVICES IS FOR COMMERCIAL/BUSINESS PURPOSES ONLY. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT.

If you do not have the legal authority to enter this Agreement, do not understand this Agreement, or do not agree to this Agreement, please do not register for or use the Services.

This Agreement is effective between you and us on the earliest of the following: the day you register for, access, or use of the Services (as further defined below), whether or not you execute an Order Form, or the date on which an applicable Order Form is executed (the "**Effective Date**").

1. Definitions

The following terms shall have the meaning specified below:

"Affiliate" means, with respect to any party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party, where "control"

means the ownership or control, directly or indirectly, or otherwise, of more than fifty percent (50%) of all the voting power of the shares (or other securities or rights) entitled to vote for the election of directors or other governing authority.

"Agent" means an individual **Authorized-User** who is permitted to access, use, and operate the Services on the Client's behalf as an active user. Subscription fees are calculated based on the number of active Agents.

"Billing Cycle" means the recurring period for which Subscription fees are charged, either **monthly** or **annually**, as selected by the Client.

"Channels" refers to third-party communication platforms (such as WhatsApp, Facebook Messenger, Instagram, and others) integrated with Kuikwit through which End-Users communicate with the Client.

"Client Data" means any data, including Personal Data, that the Client, its Users, and any End-User posts, uploads, shares, stores, or otherwise provides through the Service (collectively **"Input"**), as well as system-generated content directly attributable to, and returned by the Services in response to, a specific Client's Inputs (collectively **"Output"**), excluding Services Data.

"End-Users" means any individuals (other than the Client, Authorized-User, Guest-User) who interact with the Client through the Services as deployed, configured, or integrated by the Client, including but not limited to customers or prospects contacting the Client via integrated Channels.

"Order Form" means any ordering document signed by both parties that confirms mutually agreed commercial terms of the Services, including the number of Agents and the selected Billing Cycle. An Order Form is not required for this Agreement to be valid, but when executed, it is governed by, and incorporated into, this Agreement.

"Personal Data" means any information relating to an identified or identifiable natural person under applicable Data Protection Laws, that is included within the Client Data Processed by Kuikwit for or on behalf of Client pursuant to or in connection with the Services under the Agreement.

"Services Data" means any data other than Client Data that Kuikwit or its Affiliates collect, generate, or derive in connection with the performance, operation, maintenance or improvement of the Services. Services Data includes, without limitations, diagnostic data, logs, event data, performance data, error reports, usage metrics, aggregated statistics and insights, configuration data, machine-learning outputs and derived data from general usage of the Services, data used to investigate and prevent system abuse.

"Services" means the Kuikwit all-in-one customer communication and CRM platform designed to help businesses manage chats from multiple Channels in a single, centralized dashboard, including all content, APIs, software applications, features, functionalities, tools, and data made available or provided by Kuikwit to you (whether on a trial, paid basis, or as Freemium), as updated, modified, or enhanced from time to time by Kuikwit.

"Site" means any domain or application operated by Kuikwit from which the Services are available to Clients.

"Subscription Plan" means the selected pricing tier detailing features, number of authorized Agents, and Billing Cycle (monthly or annual).

"Users" means individuals authorized by the Client to access the Services, in one of the following roles: (a) **Authorized-Users (Agents)**, who are permitted to access, use, and operate the Services on the Client's behalf within the scope of their designated roles; and (b) **Guest-Users**, who are granted named, conditional, and limited access solely for designated purposes (e.g., training, collaboration, evaluation) or to specific features of the Services without the authorization to operate the Services on behalf of the Client and do not have the same rights as Authorized-Users.

2. General

2.1. Client's access to the Internet is not the subject of the Agreement and Kuikwit does not guarantee the compatibility of offered Services with other providers' software. The Client bears sole responsibility for the functionality of its Internet network, including the transmission paths and its own hardware and for the choice and consequences of using other software, including its applicability to the Client's objectives.

2.2. The Services are governed by the then-current version of the Agreement available on the Sites relevant to your Services. We recommend regularly checking for the most recent Agreement. We may modify the Agreement or any part thereof at our discretion from time to time without prior notice to you. When updated the new version instantly replaces all previous versions and becomes immediately effective and binding once it's posted on Sites relevant to your Services. However, modifications affecting payment will be communicated to you explicitly at least 30 days before they're implemented and if not clearly declined by you within 7 days of the notice, payment-related changes are deemed accepted and binding. Using the Services after the updated terms are in effect signifies your agreement to them. If you do not agree with the changes to the Agreement, you have the option to delete your Services at any time.

3. Access, Administration, and Agent-Based Subscription

3.1. When signing up for the Services and throughout the term of this Agreement, you must provide and maintain true, accurate, current, and complete information as requested in connection with your access to and use of the Services.

3.2. You remain liable for all uses and activities under the Services, resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement, including any instruction to disregard access restrictions (e.g., robots.txt). If you re-assign the Services to another authorized entity or person, or appoint an authorized entity or person to act as an administrator of the Services. Such delegation does not relieve you of any contractual obligations under the Agreement.

3.3. You are solely and strictly liable for Client Data and the consequences of using it through the Services, in any way. Furthermore, you are responsible for all activity occurring under your Services and any act or omission by Users that would constitute a breach of this Agreement if committed by you will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all Users aware of this Agreement's provisions as applicable to their use of the Services and shall cause Users to comply with such provisions. You also agree not to access, or attempt to access, other Clients' Services and/or any data of other Clients. You further agree and acknowledge that access to and the usage of the Services are subject to specific limits established by Kuikwit.

3.4. Agent-Based Subscription. Access to the Kuikwit platform is licensed **per active Agent**. Your subscription fee is determined by the number of Agents in your selected Billing Cycle (monthly or annual), as specified in your Subscription Plan or Order Form.

3.5. The Services can be accessed solely by logging in to the Services on a single-session-per-user basis unless otherwise expressly agreed in writing. You are assigned credentials for identifying and authenticating each User in the Services (except where the Services do not require Users), and access to the Services is restricted to the specified number of Users (Agents) and usage limits under the Client's Services. Accordingly, an individual User may only maintain one active session at a time, and the individual login credentials shall only be used by one (1) designated individual User and may not (i) be passed on or used by others or by multiple Users at the same time, or (ii) be shared or used by more than one User. Simultaneous logins by the same User on multiple devices, browsers, or IP addresses are not permitted and shall be deemed excessive or abnormal use unless explicitly authorized by Kuikwit. An individual User's credentials may, however, be reassigned to a new User replacing a former User who no longer requires ongoing use of the Services or its specific features.

3.5.1 Adding/Removing Agents: You may add Agents at any time. Prorated charges will apply for the current Billing Cycle. To reduce your Agent count or downgrade your plan, you must notify us. Reductions will take effect at the start of your next Billing Cycle. **No refunds or credits are provided for unused Agent seats during a Billing Cycle.**

3.5.2 Monitoring and Enforcement: Kuikwit may monitor the number of Agents and usage to enforce limits. If you exceed established limits, or if Kuikwit determines, in its sole discretion, that the usage under the Services is excessive, abnormal or would adversely affect the operation of the Services, Kuikwit may: (i) charge you at the then-current list price for excess use; and/or (ii) immediately limit, suspend, terminate your Services or block access to the Services, or its part.

3.6. The Services are not offered to anyone under sixteen (16) years old. Where parental or guardian consent is required due to legal age restrictions under applicable laws, you are solely responsible for ensuring that such consent is properly obtained and documented before using the Services or submitting any personal information. By accessing or using the Services in situations where such consent is legally required, you represent and warrant that valid and verifiable consent has been obtained in full compliance with applicable law and that such documentation will be provided to Kuikwit upon request. In the event that it comes to our knowledge that a person under the above mentioned age is accessing or using the Services, with no liability whatsoever towards such person, we will prohibit and block such usage without any prior notice and we will make all efforts to promptly delete any related Client Data.

3.7. The Services contains customizable settings allowing each User to give permission to other Users to perform various tasks within the Services ("**Permissions**"). It is also solely Client's responsibility to set and manage all Permissions, including which Users can set such Permissions. Accordingly, Kuikwit will have no responsibility for managing Permissions and no liability for the Permissions set by Client and its Users. The Client may, at its option, provide access to the Services to its Affiliates (defined below), in which case all rights granted, and obligations incurred, under the Agreement will also inure to the benefit of such Affiliates. The Client represents and warrants that it is fully responsible for any breach of this Agreement by its Affiliates and that the Client has the power to negotiate this Agreement on behalf of its Affiliates. The Client will also be responsible for all payment obligations under this Agreement regardless of whether the use of the Services is by Client or its Affiliates. Any claim by an Affiliate against Kuikwit will be brought by the Client and not the Affiliate.

3.8. You are also solely responsible for obtaining all authorizations, licenses and consents necessary, to make the Services available to End-Users and to process Client

Data through the Services. This includes compliance with the terms of service of all integrated **Channels** (e.g., WhatsApp Business Policy, Meta Terms). When you provide any Client Data to the Services, you (whether you are the Client or the administrator operating on Client's behalf) represent and warrant that you have full authority to provide us with such Client Data and its submission and use, as you authorize herein, will not violate (i) any applicable law, (ii) any third-party intellectual property, privacy, publicity, or other rights, or (iii) any of your or third-party policies or terms governing your Client Data.

3.9. Parties acknowledge and agree that Services shall be accessible from the moment the Client finalizes the signing up process, which commences data processing activities under your Services, consistent with the Data Processing Addendum. Notwithstanding the foregoing, the Client is responsible for maintaining appropriate security, protection and backup of its hardware, software, systems, information, and Client Data. We collect, use and disclose Client Data, information related to the Services and any form of communication with Kuikwit in accordance with our Privacy Policy, which you acknowledge.

3.10. Certain websites may restrict automated access, crawling, or scanning of websites or online resources through settings such as robots.txt or similar mechanisms. By choosing to override these restrictions within the Services, you confirm that you are the owner, have the right to allow such access solely for the purpose of providing the Services, and for other purposes as defined in this Agreement, and you acknowledge your full responsibility for any consequences that may result from it.

3.11. The Services may display, embed, link to, or otherwise provide access to third-party websites, content, data, tools, software, applications (including open-source components) that you choose to connect (e.g., via plug-ins, APIs, or other integrations) or that Kuikwit includes as part of the Services experience (collectively, "**Third Party Services**"). Kuikwit does not author, own, or control Third-Party Services and makes no warranties, representations, or commitments regarding their accuracy, availability, security, legality, performance, or continued operability, and does not grant any rights in the content generated by them. Some Third-Party Services may automatically exchange, process, download, or upload data, including Client Data, as needed for their functionality or under their own terms. By using the Services, you acknowledge and agree that Third-Party Services may be modified, suspended, or discontinued at any time without notice or liability, and that any AI generated or similar content they provide may be inaccurate, outdated, non unique, or identical to content provided to other Clients. You remain solely responsible for reviewing and verifying such content before relying on it. Please note that the Agreement does not govern Third-Party Services, and your right to access or use them is subject to any applicable

acknowledgements, licence terms, terms/privacy policies of those providers. If you choose to enable or use any Third-Party Services, you do so at your own discretion and risk, and any interaction is exclusively between you and the applicable provider. Kuikwit disclaims any liability arising from your use of Third Party Services, including any disclosure, modification, or loss of Client Data. Where required, you are solely responsible for obtaining any End-Users' notices, consents, or other legal bases needed for data sharing with Third-Party Services. Questions, concerns, disputes, or support requests related to Third-Party Services must be directed to their respective providers. The inclusion or use of any Third-Party Services does not make them subprocessors engaged by Kuikwit for which Kuikwit remains responsible, and does not imply that the Services are "open source" or publicly available software, or that you receive any rights beyond those explicitly granted in the Agreement.

4. Acceptable Use Policy

4.1. You represent and warrant that you have all necessary rights, licences, and permissions needed for Client Data, and that such provision does not infringe any third-party rights or applicable law. Additionally, you understand and agree that Kuikwit shall have no responsibility or liability whatsoever for Client Data and other materials and copyrightable materials such as literary works, messages, images, photos, videos, and any other materials, which as part of Client Data may be submitted, provided, generated, created in whatsoever form by the Client, its Users, and/or its End-Users to or in the Services.

4.2. The Client is solely responsible for all Client Data it contributes to the Services provided to Kuikwit, and for maintaining the security and confidentiality of its Services related information. The Client agrees that it is solely responsible for any and all losses incurred by Kuikwit, any other user or visitor to the Services due to someone else using your Services as a result of your failing to keep your Services information secured and confidential.

4.3. Unless otherwise agreed in the applicable Order Form, the Client must display the "Powered by" attribution provided by Kuikwit where specified in the Services. A white-label option (removal of such attribution only) is available solely for eligible subscriptions and only if expressly set forth in the Order.

4.4. Kuikwit is not responsible for the way you use the Services and Client Data. We do not access, view, disclose or monitor any Client any of activities, or Client Data, within the Services, except as allowed by the Agreement, including the following temporary entry circumstances: (i) to perform specific activities or respond to requests as directed

by the Client or by Users solely to the extent necessary to support a request; (ii) to maintain the operational functionality of our Services, including but not limited to, performing maintenance, backups, handling technical issues or troubleshooting; (iii) when required by law or in response to a legitimate legal requests from law enforcement, authorized government authorities, subpoenas, court orders, or other judicial or administrative process as indicated in our Privacy Policy, in which case we will notify you about such entry unless prohibited by law; (iv) to ensure the security of the Services or compliance with our policies, such as when automated tools analyze metadata to detect violations, prevent fraud, safeguard systems, individuals, or meet legal requirements.

4.5. You, your Affiliates, and User must use the Services only in accordance with: (i) all applicable law and principles, (ii) the Agreement, and any applicable Order Form, (iii) the published or provided Services description, including any associated Help-Center guidelines, and (iv) any third-party offering terms and conditions that apply, and you must ensure that your Users are trained on their responsibilities under these requirements for lawful, compliant use of the Services.

4.6. Use of the Services, or any Client Data for any activity that is illegal, harmful, deceptive, unsolicited, infringes the rights of others, violates this Agreement, or may impair or disturb Kuikwit's infrastructure, operations or reputation, or otherwise poses a threat to the individuals or the public or to Kuikwit's operations (including its ability to provide the Services) is strictly prohibited.

4.7. Without limitation, in connection with the Services, you, your Users and End-Users must not engage in any of the following prohibited activities, which may be updated or supplemented from time to time, with appropriate notice of any material changes to the rules governing use of the Services:

1. Violate any applicable laws, regulations, or governmental orders, including export-control laws, sanctions regimes, or trade restrictions, or any third-party terms and conditions that apply to your use of the Services, **including the terms of service of integrated Channels (e.g., WhatsApp, Facebook, Instagram);**
2. Infringe, misappropriate, or otherwise violate any proprietary, publicity, intellectual-property or privacy rights of Kuikwit or any third party;
3. Disclose Kuikwit's Confidential Information or Client Data without proper authorization, or otherwise breach any confidentiality obligations under this Agreement or applicable statutory secrecy duties. You acknowledge and agree that any material breach may cause irreparable harm to Kuikwit, and entitles Kuikwit to seek immediate injunctive relief, in addition to any other legal or equitable remedies available;

4. Process Client Data, including Personal Data without a valid legal basis, required consents, or proper notice to End-Users; or otherwise act in breach of data protection and privacy laws applicable to the Client or to Kuikwit; or fail to inform End-Users about the use of the Services.
5. Misuse the Services, including by uploading, creating, generating, sharing, or transmitting any Client Data that is defamatory, libellous, slanderous, misleading, invasive of privacy, unlawful, or otherwise violates applicable law or the rights of Kuikwit or any third-party. The Client is solely responsible for implementing adequate measures to prevent such misuse and to ensure that Client Data is accurate, lawful, and compliant before submitting it or generating through the Services;
6. Engage in any activity, whether intentional, negligent, or attempted, that endangers, interferes with, disrupts, or degrades the Services, or any related systems, networks, or Third-Party Services. This includes attempting to compromise, bypass, or disrupt the privacy, security, availability, or performance of the Services, or any related systems or networks; storing, submitting, or distributing malicious code, malware, viruses, or any other harmful components;
7. Share, or misuse login credentials; fail to secure associated e-mail accounts or multi-factor authentication mechanism, resell, lend, or sublicense, or otherwise make the Services available without authorization. You must not allow unauthorised access to the Services, any part of Kuikwit's systems, networks, or data, or otherwise making the Services available to third parties without Kuikwit's express consent;
8. Hinder or compromise the functionality, integrity, or security of the Services, including reverse-engineer, hack, copy, translate, disassemble, decompile, or create derivative works based on the Services, in whole or in part. You may not benchmark, test, or analyze the Services in a manner that competes or harms Kuikwit's business, operations, or reputation;
9. Create false identities, spoof, phish, or impersonate others or mask the origin of Client Data or Services Data; misinforms, misrepresents, or otherwise mislead others about the source of Input, origin of sender, communications, or representations made through the Services; impersonate another person or Client; or access the Services via another Client's Services without their permission;
10. Use the Services to generate unsolicited bulk communications, including spam emails, mass messaging, or content intended to manipulate search engine results, **in violation of the policies of integrated Channels;**
11. Modify or alter the intended purpose of the Services, claim or imply any association or endorsement by Kuikwit without written consent, or act on behalf of Kuikwit without its prior express authorization;
12. Encourage, facilitate, or enable any of the prohibited activities listed above, directly or indirectly.

4.8. You acknowledge that certain features of the Services may utilize Artificial Intelligence (AI) technologies, defined as AI-related functionalities that use machine learning, natural language processing, large language models, or related algorithms to generate, transform, analyze, or respond to Client Data or Input, developed by Kuikwit or provided by third party trusted partners. Any content generated by such AI-related functionalities ("**AI-generated content or scenarios**") may be derived from Client Data and/or public or proprietary data sets, and you understand and agree that such content may be imprecise, incomplete, non-unique, or factually inaccurate. Accordingly, use of such AI-generated content or scenarios is at your sole discretion and risk, and you are solely responsible for reviewing and validating it prior to relying on it or making it available to End-Users. AI-generated content or scenarios should not be used as a substitute for professional advice, or used as the sole basis for automated decisions in sensitive use cases (e.g., employment, finance, legal, medical). You are expected to apply appropriate human oversight, accuracy checks, and contextual judgment, and you assume full responsibility for any consequences arising from its use.

4.9. You acknowledge and agree that you are solely responsible for all use of AI-related functionalities within the Services, including the creation, use, or distribution of any Input, Output, or AI-generated content or scenarios and for ensuring that your use of these functionalities complies with applicable laws, regulations, industry standards, and ethical guidelines. Kuikwit, along with any third-party AI providers integrated or accessible through the Services, disclaims any liability for non-compliance, harm, or legal breach arising from your use of AI-related functionalities. Responsibility for reviewing, assessing, and controlling such use remains entirely with you as the Client.

4.10. Kuikwit operates under U.S. laws. By using Kuikwit Services, you represent and warrant that you are not located in, or acting on behalf of, any country or region subject to U.S. sanctions (e.g., Cuba, Iran, North Korea, Syria, Russia, Belarus), and that you are not on any U.S. restricted party list. If you or anyone using the Services violates these restrictions, you agree to notify us immediately and cease all use of the Services.

4.11. You are responsible for procuring and maintaining the secure network connections, including, but not limited to, browsers that support protocols used by Kuikwit, and to follow Kuikwit's procedures for accessing the Services. It is your responsibility to ensure you use the current Services. We are not responsible for notifying Client, your Users or End-Users of any upgrades, fixes, or enhancements to the Services, any such software, or for any compromise of data, including Client Data, transmitted across computer networks or telecommunications facilities (including, but not limited to, the Internet) which are not owned, operated, or controlled by Kuikwit. We have no responsibility for the reliability or performance of any network connections as described herein.

4.12. You agree to use the Services exclusively for your legitimate business purposes, provided that such activities are lawful and do not violate the Agreement, Services descriptions, or the accompanying documentation, and do not conflict with Kuikwit's commercial and legal rights. Prior written consent from Kuikwit is required for any non-business use of the Services.

4.13. Any failure by the Client, its Affiliates, Users or End-Users to comply with the Agreement will be deemed a breach and may result in enforcement actions. If, at Kuikwit's sole discretion, we determine that you (including your Affiliates, Users, End-Users, or any other authorized representatives) have violated any obligations outlined in the Agreement, Kuikwit reserves the right to one or more of the following actions ("**Restrictive Actions**"):

- (i) immediately suspend or terminate access to the Services, or any portion thereof; block or restrict access to affected Services or any portion thereof; or remove offending Client Data;
- (ii) limit access to specific content in response to legal requirements, regulatory obligations, or government requests;
- (iii) pursue legal action or take any other reasonable measure to enforce this Agreement;
- (iv) immediate terminate the Agreement in case of repeated or egregious violations. Where feasible, and at Kuikwit's sole discretion, you may be granted an opportunity to cure any non-material breach before any Restrictive Actions are applied. We will notify you of Restrictive Actions taken at our discretion, unless prohibited by law or law enforcement authorities, particularly in response to government data disclosure requests. Kuikwit may also take Restrictive Actions without prior investigation, especially where we determine, in our sole discretion, that your use of the Services:
- (i) poses a risk to the stability, integrity, or security of our systems;
- (ii) disrupts the Services of other Clients;
- (iii) infringes upon the rights and freedoms of third-parties;
- (iv) involves reasonable suspicion or credible indications of non-compliance, unlawful conduct, or misuse of the Services, including AI-related functionalities;
- (v) your use of the Services presents a threat of harm, creates a security risk, or otherwise results in imminent danger.

Upon Kuikwit's request, you agree to promptly provide all necessary information to demonstrate compliance with the Agreement. Please note that any Restrictive Actions are not based on algorithmic decision-making mechanisms but are evaluated on a case-by-case basis. Upon enforcement of any Restrictive Actions:

- (i) you may not have any further right to access or use the Services, and
- (ii) Client Data associated with the relevant Services may be deleted or become inaccessible. The duration of any suspension may vary and can be either temporary or permanent, depending on the nature and severity of the violation.

Under no circumstances shall Kuikwit be liable to you or any third party for any consequences resulting from the enforcement of any Restrictive Actions under this paragraph.

4.14. You acknowledge and agree that Kuikwit, including its Affiliates, shall not be responsible or liable for any errors, omissions, inaccuracies, regulatory non-compliance,

legal violations, or other consequences arising out of or in connection with your access to or use of the Services. You remain solely responsible for ensuring that your use of the Services complies with the Agreement, all applicable laws, regulations, and industry standards.

4.15. To the extent permitted by applicable law, the Client agrees to indemnify, defend, and hold harmless Kuikwit, including its Affiliates and other authorized representatives, from and against any and all claims, losses, damages, demands, actions, liabilities, fines, penalties, judgments, costs, and expenses (including reasonable legal fees and costs of investigation or settlement costs) arising out of, or related to any third-party claim, suit, or proceeding resulting from:

1. Any Client Data, or other materials provided, uploaded, stored, transmitted or otherwise distributed through the Services by or on behalf of the Client that infringes or misappropriates any intellectual property rights, privacy, confidentiality obligations, or other rights of any third party; contains unlawful, harmful, fraudulent, or defamatory content; or violated applicable laws or regulations;
2. Unauthorized access to or use of the Services, including misuse of login credentials by the Client, its Affiliates, Users, End-Users, or other authorized representatives;
3. Any use of the Services in violation of the Agreement or the Acceptable Use Policy;
4. Client's misuse of, or non-compliance with terms governing Third-Party Services accessed through or used in connection with the Services;
5. Any gross negligence, willful misconduct, fraud, or other unlawful acts.

This indemnity obligation applies regardless of whether such claims are asserted directly against an indemnified party or in a derivative capacity.

5. Data Ownership

5.1. The Client retains all rights, title, and interest in and to the Client Data, and any associated intellectual property rights therein, and grants Kuikwit, its Affiliates, and authorized partners a worldwide, non-exclusive, royalty-free right license to use, process, host, store, reproduce, disclose, retrieve and transfer Client Data as necessary to provide and support the Services, or as otherwise permitted by the Agreement. The Client acknowledges that: (i) Output is not guaranteed to be unique or exclusive, and may be similar or identical to output provided to others; (ii) Output may include or be subject to third-party rights or other legal rights or restrictions, and the Client must verify that its use of Output doesn't infringe third-party rights and is otherwise legally permissible before relying on it.

5.2. Kuikwit, its Affiliates owns and retains all rights, title, and interest, including all intellectual property rights, and full control, in and to the Services and Sites, Services Data, Feedback, all software, tools, APIs, documentation and other materials that assist the Client in using the Services, the underlying systems and technology, Kuikwit's models, algorithms, platform used to provide the Services, all trademarks, patents, branding and other proprietary rights of Kuikwit, and all derivative works, modifications, enhancements and improvements of any of the foregoing (collectively "**Kuikwit Materials**"). To the extent any materials or components incorporated into the Kuikwit Materials are owned by Kuikwit's licensors, each such licensor retains all right, title and interest in the materials it owns and makes available to Kuikwit. This Agreement does not create any ownership rights for licensors in any other Kuikwit Materials or assets.

5.3. Except for the limited rights expressly granted to the Client under this Agreement, no rights in or to the Kuikwit Materials are granted to the Client, whether by implication, estoppel or otherwise.

5.4. Kuikwit may update, modify, replace, enhance, or discontinue any part of Kuikwit Materials at any time, at its sole discretion, to meet legal, regulatory, business, or technical requirements, without any liability to the Client.

5.5. You and your Users may provide to Kuikwit enhancement requests, ideas, corrections, improvements, comments, survey responses, testimonials, case studies, quotes, endorsements, statements, or other input about the Services or Sites, either directly or through integrated or third-party services, including community areas, forums, interactive features, social media, events, or surveys ("**Feedback**"). By submitting Feedback, you, including your Users, grant Kuikwit and its Affiliates a worldwide, non-exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free right to use, copy, reproduce, adapt, translate, modify, distribute, publicly display and perform, incorporate, and otherwise exploit Feedback (in whole or in part), in any form or medium, for any business purpose, including operating, developing, improving, promoting, marketing, advertising, marketing, press releases, investor materials, events, sales collateral, case studies, social channels, and supporting the Services, our Sites, and related offerings, including new products or features). You represent and warrant that you have obtained, and will maintain, all rights, consents, and permissions necessary to grant the foregoing rights on its own behalf and on behalf of your Users, and that such grant does not infringe any third-party rights; where consent is required by law, this Section constitutes Client's consent, and the Client represents it has obtained and will maintain corresponding consents from individuals. Kuikwit may create derivative case studies from the Feedback. No compensation is due for Feedback. We own any improvements to our Services, Sites, and related offerings made using Feedback. This provision survives termination.

6. Confidentiality

6.1. Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") may disclose non-public business, technical, proprietary or financial information, or portions of it, relating to the Disclosing Party's business that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (hereinafter referred to as the "**Confidential Information**" of the Disclosing Party) whether or not marked by the Disclosing Party as "Confidential".

6.2. The Parties agree that any Confidential Information, any portion of it, or any derivations thereof, shall remain the Disclosing Party's sole and exclusive property and may not be used, published, or redistributed by the Receiving Party without prior written approval of the Disclosing Party. The Receiving Party agrees to:

1. Use the Disclosing party's Confidential Information solely to exercise its respective rights and perform its respective obligations under the Agreement;
2. Disclose such Confidential Information only to: (i) to its Affiliates, employees, and/or agents who have a need to know such Confidential Information and who are bound by terms of confidentiality at least as protective as this Agreement and the Receiving Party agrees to take necessary measures to prevent any unauthorized use, disclosure or dissemination of Confidential Information by such authorized personnel;
3. Protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as each party protects its own Confidential Information, but with no less than reasonable care;
4. Prevent any unauthorized use, disclosure, dissemination, attempts to access, modification of any Confidential Information of the Disclosing Party;
5. If the Receiving Party is compelled by law to disclose any Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and shall provide it with reasonable assistance to seek protective relief.

6.3. These confidentiality obligations remain in effect for the duration of the Agreement and survive its termination for a period of 3 (three) years. As an exception to the Confidentiality Information protection term, trade secrets and business sensitive information shall be protected by the Receiving Party until they are no longer considered as trade secrets and business sensitive.

6.4. Upon termination of the Agreement or upon request of the Disclosing Party the Receiving Party shall immediately return or destroy all Confidential Information (including all copies thereof and derived materials), except for electronic copies that are

automatically stored for archival backups maintained in accordance with the Receiving Party's standard backup policies, which are not reasonably accessible by the Receiving Party. All Confidential Information not returned by the Receiving Party to the Disclosing Party shall remain subject to the obligations set forth herein, notwithstanding the expiration or termination of this Agreement, so long as it remains undeleted.

6.5. Notwithstanding the above, Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information.

6.6. Parties hereby agree that any violation or threatened violation of this Section may cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to seek immediate reasonable injunctive relief to the extent of actual damage caused by such breach as may be granted by a court of competent jurisdiction.

7. Fees and Payment Terms

7.1. Access to the Services is provided through subscription-based plans with automatically recurring payments based on the selected billing period ("**Subscription**"). Subscriptions are payable in accordance with the pricing and payment terms in effect at the time the payment becomes due.

7.2. You agree to pay all applicable fees in accordance with the then-current pricing listed on the Sites for the selected Services, unless otherwise agreed in an applicable Order Form. **Annual plans are typically offered at a discounted rate compared to monthly plans.** Any promotions, discounts, or bonuses apply only during the Subscription Period in which they are granted and may not carry over upon renewal. Upon automatic renewal or extension, standard rates will apply unless otherwise agreed in writing.

7.3. Kuikwit may offer limited access to certain Services free of charge for a limited period, depending on the specific offering described on the relevant Services' Site. The scope and duration of such free access may vary by offering.

7.4. Payment may be made by credit card, debit card, or other means supported by Kuikwit or its third-party payment processor. By purchasing a Subscription, you agree our third-party payment processor may store and continue billing your selected

payment method (e.g., credit card) to ensure uninterrupted access to the Services, and we may calculate taxes payable by you based on the billing information that you provide us at the time of purchase. You acknowledge and agree to receive all invoices and payment-related notifications in electronic form, stored and made accessible through the Services.

7.5. Unless otherwise stated in the Order Form, Subscriptions are billed on a recurring and periodic basis ("**Billing Cycle**") based on your selection (monthly or annual). By purchasing a Subscription, You agree that it will automatically renew for successive terms of equal initial Subscription terms, and you will be charged unless your Subscription is canceled by you or Kuikwit before it renews in order to avoid billing of the next Billing Cycle.

7.6. Regardless of the Billing Cycle, **no refunds, credits or set-offs will be issued for unused Services, early termination or termination due to your breach of this Agreement or applicable law, or any other reason prior to the end of the Subscription Period.** This strict no-refund policy ensures consistent treatment of all Clients and helps maintain low administrative overhead.

7.7. If payment is not received by the due date stated on the invoice and without limiting any other rights Kuikwit may have under this Agreement or applicable law, Kuikwit may, without liability to the Client: (i) suspend access to the Services, (including disabling credentials or restricting access to part of the Services) until full payment is received; and (ii) charge interest on overdue amounts at a rate no higher than the maximum rate permitted under applicable law, calculated from the due date until the payment is received in full, and may also charge reasonable costs incurred in connection with the collection of overdue amounts, including costs related to dunning period activities.

7.8. The Client is solely responsible for providing and maintaining complete, accurate and up-to-date billing and contact information and must promptly notify Kuikwit of any changes.

7.9. Kuikwit reserves the right to adjust its fees at its sole discretion, with prior notice. Fee adjustments may reflect changes in the scope, features, or capabilities of the Services. Unless expressly stated otherwise, all fees are exclusive of taxes, levies, duties, or similar governmental assessments of any nature (collectively, "**Taxes**"), including but not limited to, domestic or foreign-imposed by any federal, state, or local tax authority with respect thereto including, for example, value-added tax, sales tax, use tax or withholding taxes. You are responsible for paying all such Taxes associated with your purchases, except where legally required to be collected by Kuikwit. All fees must be

paid in full, without counterclaim or set-off, and without any deduction or withholding on any grounds whatsoever, except as required by applicable law. If any deduction or withholding is required by law, you agree to gross up pay payments to ensure that Kuikwit receives the full amount it would have received otherwise. Where Kuikwit is legally obligated to collect or pay taxes on your behalf, Kuikwit will invoice you for such amounts, unless you provide a valid tax exemption certificate.

7.10. If your Subscription plan includes a fixed usage limit per billing cycle (the "**Usage Limit**"), all activity by your Users counts toward this limit. Once the Usage Limit is reached, additional usage units ("**Refill Packages**") may be automatically added to your Subscription to ensure continued access to the features. Each Refill Package is billed at the then-current price applicable to your Services. By continuing to use the features after reaching your Usage Limit, you authorize such automatic refills and the associated charges, which are due and payable immediately upon invoicing. Refill Packages added during a billing cycle immediately increase your Usage Limit for that cycle and are reflected in the renewal amount for the next and any subsequent billing cycles accordingly. If payment cannot be collected, the automatic refill functionality will continue during a dunning period, after which the Company may suspend access to the Subscription until all outstanding amounts have been paid in full.

8. Services Subscription

8.1. Access terms for Trial Services:

1. After signing up, new Clients are eligible for limited-time access to fully functional Trial Services at no charge. During the Trial period, no credit card is required. At the end of the Trial, the Client may choose to continue with paid access to the Services or, if available, transition to a Freemium offering.
2. Trial Services are governed by this Agreement and are provided on an "as-is" and "as-available" basis, without warranties of any kind not expressly stated therein. Specifically, Kuikwit makes no representations or guarantees that the Trial Services will meet your expectations or requirements, and will be uninterrupted, accurate, secure, continuously accessible or free from error.
3. The Client agrees that Kuikwit will not be liable to the Client or any third-party arising out of, or in connection with Trial Services. In particular, Kuikwit disclaims all liability and indemnity obligations relating to Trial Services, except where such exclusions are not enforceable under applicable law, in which cases, Kuikwit's aggregated liability (Section 8) with respect to the Trial Services shall in no event exceed USD \$1,000.00.
4. Notwithstanding anything to the contrary in points 8.1.3. above, the Client remains fully responsible for any damages resulting from misuse of the Trial Services; violation of

applicable law or the Agreement; breach of generally accepted industry standards and principles; and any of the Client's indemnification obligations hereunder.

5. The right to use Trial Services is valid only for the designated period determined by Kuikwit, at its sole discretion. We reserve the right, at our sole discretion, to terminate access to the Trial Services at any time, either before or during the trial period, with immediate effect and without liability. Upon expiration or termination of such trial period, all rights to use the Trial Services shall automatically terminate.

8.2. Access terms for Freemium Services:

1. If the Client accesses any Services offered on a Freemium basis the same terms and conditions that apply to Trial Services shall apply accordingly, including limitations of liability, disclaimers, and termination rights.

8.3. Access terms for Paid Services:

1. Upon the end of the Trial Services or Freemium period, continued access to the Services requires the Client to provide valid payment details for Paid Services in accordance with the then-current rates published on the relevant Sites. All fees are upfront, non-refundable, and we do not provide credits, refunds, or pro-rated adjustments for unused time, regardless of the reason.
2. If you purchase any of the Services, you agree to pay Kuikwit the applicable fees and taxes in U.S. Dollars. Failure to pay these fees and taxes will result in the termination of your access to the paid Services.
3. The Agreement is concluded for the term specified by the Client, or as defined in the Order Form ("**Subscription Period**"). The Subscription Period will automatically renew for subsequent periods equal to the expiring Subscription Period, unless expressly stated otherwise in the Order Form; the Services have been closed, or the Client has terminated the Services in accordance with the procedures below.
4. Paid Services can be cancelled at any time before the next Subscription cycle, and the cancellation will take effect from the next Subscription cycle. You may cancel your Subscription at any time, unless otherwise agreed through our support chat and completing the closure steps appropriate for the closing the Services. Once the closure is confirmed, further use of the Services will no longer be possible, and access to the Services will be immediately disabled, (ii) by us, at our sole discretion, by closing or suspending your Services, in whole or in part, at any time, without prior notice, if you, your Users or End-Users: breach any term of this Agreement; use the Services unlawfully or in violation of applicable law; or compromise the integrity, security, or functionality of the Services.

5. In all cases of the above Services' closing or suspending methods, whether by the Client or by Kuikwit, no refunds or credits will be issued for the remaining unused Subscription Period.
6. If you initiate a request to discontinue the Services but modify your Services usage (e.g., by adding Users) before termination is finalized, such as by adding a new Authorized-Users, your request to discontinue will be considered withdrawn, confirming the continuation of your Services. Kuikwit reserves the right to charge prorated fees based on the modified usage from the date of the change.
7. Kuikwit has no liability of any kind for any loss, damage, or inconvenience incurred by the Client, its Users and/or End-Users, or any other third-party due to the suspension or termination of access to the Services initiated by either party.

8.4. Access terms for Early Access:

1. Kuikwit, at its sole discretion, may offer certain products, features, or other components of the Services to you in various stages of development, such as closed or open testing environments, or other pre-release forms, with or without any designation (collectively "**Early Access**"). Early Access may be provided with or without fees and are not considered as the Services under the Agreement. All information related to the functionality, performance, or use of any Early Access is deemed Kuikwit's Confidential Information, regardless of whether it is marked as such.
2. Use of any Early Access by Client: (i) is at its own discretion, and subject to additional terms specified by Kuikwit and only permitted during the period as designated by Kuikwit; (ii) is provided solely for testing, evaluation, and feedback purposes, (ii) Client explicitly permits Kuikwit and its authorized partners to access Client Data linked to their Services to support data processing practices described in Privacy Policy, and facilitate the delivery, improvement, performance, or addressing potential issues of the Early Access. While engaging with any Early Access, Client accepts all risks and full responsibility for any use of the Early Access and agrees to treat any information received or created regarding the characteristics, features or performance of Early Access as confidential and not to disclose it, except as required by law.
3. In some instances, we may charge a fee for accessing Early Access, but the terms stated in Section 7.6 herein will continue to apply.
4. Early Access may be modified or terminated at any time and for any reason in its sole discretion, without prior notice or liability to you or any third party, or delete any Client Data within the Early Access, and may not be maintained and/or become generally available. If Early Access becomes generally available, we may issue separate terms for its use.
5. If you provide any suggestions, comments, or other feedback on Early Access, including ideas for modifications or enhancements, report any issues or difficulties encountered,

all of which will be considered "**Opinions**", you acknowledge and agree as follows: (i) by submitting such Opinions you irrevocably grant Kuikwit a worldwide, royalty-free, perpetual, sublicensable, transferable, and non-exclusive right to use, reproduce, modify, distribute, publicly display, perform, incorporate and otherwise exploit and create derivative works based on your Opinions and its embodiment, in whole or in part, in any form and through any media now known or hereafter developed, for any purpose, including but not limited to the further Early Access development, or incorporation into any existing or future Services or Sites without any payment or compensation to you; (ii) you expressly acknowledge that all improvements, modifications, upgrades, features, functionality, or derivative works developed by Kuikwit based on your Opinions shall be and remain the sole and exclusive property of Kuikwit.

6. You acknowledge and agree that Early Access are under active development, may be inoperable, incomplete, may change frequently and have not been fully tested; are provided as-is and as-available basis without warranties of any kind, whether express or implied. Kuikwit makes no representations as to the performance of such Early Access, and has no obligation to provide maintenance, updates, support or bug fixes for them; which may result in limitations, delays, and other problems inherent in its use.
7. To the fullest extent permitted by applicable law, Kuikwit disclaims all obligations and liabilities with respect to Early Access, including but not limited to any express or implied support, warranties, and indemnification obligations of any kind. Kuikwit does not guarantee maintenance, updates, support, bug fixes, or continued availability of any Early Access. These features are provided "as is" and "as available," and may contain errors, inaccuracies, or other defects that may not be corrected.
8. We have no liability to you or any third party, whether in contract, tort, or otherwise, for any loss, harm or damages, (including but not limited to loss of data, revenue, or goodwill) arising from or in connection with your access to or use of Early Access. WE HAVE NO OBLIGATION TO DEFEND, INDEMNIFY, OR HOLD YOU HARMLESS FOR ANY CLAIMS BROUGHT BY YOU OR ANY THIRD-PARTIES ARISING OUT OF OR RELATED TO YOUR USE OF EARLY ACCESS. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, KUIKWIT'S MAXIMUM AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS FOR ANY AND ALL CLAIMS RELATED TO EARLY ACCESS, REGARDLESS OF THE LEGAL BASIS, OR THEORY OF LIABILITY, IS EXPRESSLY LIMITED TO USD \$100.

9. Warranty

9.1. Kuikwit represents and warrants that during the term of the Agreement or any applicable Order Form, it will perform the Services in a professional and workmanlike manner by skilled personnel. If any Services is, or in Kuikwit's opinion is likely to become, the subject of a claim, suit, or proceedings alleging infringement, Kuikwit may, at its sole

discretion and at no cost to you: (i) procure the right for the Client to continue using such Services; (ii) replace or modify the Services to make it non-infringing (even if such changes materially impacts the Services' functionality), or (iii) terminate the affected Services or the Agreement with notice to the Client.

9.2. You acknowledge and agree that the Services or any portion of it, Sites, and any Kuikwit Materials are: (i) provided on an "as is" and "as available" basis and may be changed or discontinued over time at our sole discretion and (ii) without warranties of any kind whether express, implied, or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement, title or any warranties arising from usage of trade. Kuikwit does not warrant that the Services will be uninterrupted, secure, error-free, or free from harmful components; will meet the Client's specific requirements; or any data transmitted will be accurate, secure, or not lost or altered.

9.3. The Client acknowledges that Kuikwit uses artificial intelligence and machine learning to provide the Service. The Client understands and agrees that these technologies are experimental, rapidly evolving, and may produce unexpected or unpredictable results. As such, the Services may generate Output that contains errors, omissions, or content that does not accurately reflect real events, places, people, or facts. You acknowledge and agree that Kuikwit is not responsible for any inaccuracies, omissions, mistakes, or potentially offensive material in the Output or any other content produced by the Services. Use of the output is at the Client's sole risk. The Services are not intended to be used for making critical decisions without human judgment, and it is the Client's responsibility to apply appropriate human oversight and review before relying on such content. Accordingly, Kuikwit disclaims all liability related to decisions made based on AI-generated content.

9.4. Kuikwit reserves the right to modify, suspend, or discontinue any aspect of the Services or Site at any time. Where feasible, Kuikwit will make reasonable efforts, at its discretion, to inform the Client in advance of material changes significantly impacting the Services, unless such changes are necessary for security, legal, or compliance reasons that prevent prior notification. The Client acknowledges that continued use of the Services after any such updates constitutes acceptance of the modifications. Continued use after such changes constitutes acceptance.

9.5. In particular, due to the complexity of long-distance data transmission, there is no possibility of ensuring absolute accuracy, security, accessibility, integrity, and continuity of the Services provided. We do not make or give any representation or warranty that your use of the Services, Sites or Kuikwit Materials, or any portion of them will always be available, accessible or uninterrupted, timely, secure, error-free or free from viruses or

other malicious software, that we will preserve or maintain your data without loss, that transmission of your data will always be secure or that unauthorized third-parties will never be able to defeat our security measures or those of our Third-Party Services that any error, bug or problem be resolved or that they will meet the Client's requirements and no information or advice obtained by you from us or through the Services shall create any warranty not expressly stated in the Agreement. We do not guarantee any minimum response times or delivery times in connection with the performance of the Services. Temporary unavailability due to scheduled maintenance, technical issues, system upgrades, or external factors (e.g., internet outages, force majeure) does not constitute a breach of the Agreement, and may be performed without previous notice given to you and without any liability on our side caused by such temporary unavailability of the Services.

9.6. You understand and have become familiar with the technical requirements necessary to access and use the Services and have no objections in respect thereof. You are aware of risks and threats connected with electronic data transmission. In addition, you understand that use of the Services necessarily involves transmission of your data over networks that we do not own, operate or control, and we are not responsible for any of your data lost, altered, intercepted or stored across such networks.

9.7. In no event will Kuikwit have any obligation or liability for (i) use or inability to use of any Services in a modified form or with third-party materials not provided by Kuikwit; (ii) any Client Data or third-party actions within or through the Services; (iii) any failure by Client to comply with its Client responsibilities under this Agreement and actions of Users, or End-Users; (iv) delays, interruptions, failures or other problems caused by internet or network infrastructure; (v) equipment or specification provided by the Client and/or per Client's instructions; (vi) damages suffered by the Client, its Users, End-Users, or any other person or entity, having arisen due to the third-party claims, suspension or closing of the Services by the Client or Kuikwit, or for other reasons arising from the Client's fault; (vii) damage incurred by the Client, its Users, End-Users, or any other person or entity as a result of Client's third-party usage of Services that enable or prevent the Client, its Users, or End-Users from accessing the provided Services; (viii) reputational harm, incidental, indirect and consequential damages, loss of profits data loss, damage or computer crash, the costs of substitute equipment and software, shut-down.

9.8. Kuikwit advises the Client that a number of factors outside of Kuikwit control may arise and impact the quality of our Services. Kuikwit shall not be liable for unavailability due to actions of third parties who do not act on behalf of Kuikwit, force majeure events, fires, strikes, accidents, natural disasters, labor disputes, pandemics, failures of third-party infrastructure, hardware, software, technical infrastructure, or internet access used

by the Client. Any delay or default affecting the availability, functionality, or timely performance of the Services caused by such circumstances will not constitute a breach of the Agreement.

9.9. Kuikwit disclaims any responsibility or liability, directly or indirectly, for any harm, loss, damages, lost profits, data loss, business interruption, or special or consequential claims arising out of or in connection with: (i) the use of or reliance on any third-party offering; (ii) content generated by or through third-party offering; (iii) any interoperability involving Third-Party Services. We encourage you to review the terms, policies, and privacy practices of any third-party offering before enabling or relying on it.

9.10. In the event of a breach of the limited warranty, Kuikwit will, at its sole discretion, and as a sole and exclusive remedy under the Section 8, use commercially reasonable efforts to repair, re-perform or remove the non-conforming element of the Services. No other remedies are available unless expressly provided herein.

10. Liability

10.1. Limitation on Liability. To the fullest extent permitted by law, in no event shall Kuikwit be liable under this Agreement for any indirect, incidental, special, consequential or exemplary, or punitive damages, including but not limited to, damages for loss of profits, goodwill, use, business, revenues, data or other intangible losses, in each case, even if the party knew or should have known that such damages were possible and even if a remedy fails of its essential purpose.

10.2. Limitation on amount of Liability. Kuikwit shall only be liable for finally reworded direct damages excluding any situation for which we are not responsible, or situations explicitly excluded under this Agreement or which are caused by events beyond reasonable control. However, in no event shall Kuikwit's aggregate liability to the Client arising out of or related to the Agreement and/or any applicable Order Form exceed the amount paid by the Client to Kuikwit hereunder for the Paid Services during the maximum 12 (twelve) months prior to the liability event. The foregoing limitation will not limit the Client's payment obligations under the Agreement. The existence of one or more causes of action under this Agreement shall not increase Kuikwit's liability.

11. Final provisions

11.1. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11.2. The term of any document applicable to the Client will follow the term of the Agreement or Order Form. If there is any conflict between different Kuikwit's terms, the following rules must be applied: a) the provisions of Order Form (if any) take precedence over those set out in the Agreement to the extent of such conflict or inconsistency; b) the provisions set out in DPA related to Personal Data will take precedence over the terms of the Agreement to the extent of such conflict or inconsistency.

11.3. Governing Law. The Agreement and all matters relating to it shall be governed by the laws of the State of **New Jersey**, United States of America, without giving effect to any principles of conflicts of law. The sole and exclusive jurisdiction and venue for any suit, action, or proceeding arising out of the Agreement shall be an appropriate federal or state court located in the State of **New Jersey**, and the Parties agree not to raise, and hereby waive, any objections or defenses based upon venue or forum non-conveniens. Any claims, disputes, disagreements or other matters in question arising out of or relating to this Agreement ("Claim") shall be primarily resolved amicably by mediation within thirty (30) days of the receipt of such notice.