

# TERMS OF SERVICE

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Between

## 1. Introduction

- 1.1. By using or accessing the Between AI Agent Marketplace (the “**Marketplace**”) and/or downloading or using any applications, tools, configurations, features, software, products, source code, agents, code, use cases and services provided through the Marketplace (collectively “**Marketplace Services**”), you acknowledge and agree that you have read, understood, and agree to the terms of service outlined below (“**Terms**”). This agreement is effective between you and Betweenai Limited (“**we**”, “**us**” “**our**”) as of the date of your accepting these Terms. Additional terms may apply.
- 1.2. By agreeing to the Terms, you represent that you are at least the age of majority in your country, state or province of residence. You may not use or access the Marketplace for any illegal or unauthorized purpose nor may you, in the use of the Marketplace, violate any laws in your jurisdiction (including but not limited to intellectual property laws).
- 1.3. You must only use the Marketplace if you can knowingly and willingly enter into contracts under the applicable laws. You may be asked additional information for verification of your age or other factors. If you are using the Marketplace on behalf of an organization, you hereby represent and warrant that you have the authority to bind the organization and you understand and agree that the organization is bound by and responsible for ensuring that each of its users comply with these Terms.
- 1.4. We may make changes to these Terms by posting a revised version on the application or other applicable web or application pages and websites. Such updates are effective upon posting. If you have any questions or concerns, please contact our team at [betweenaiask@gmail.com](mailto:betweenaiask@gmail.com)
- 1.5. The Marketplace is an online marketplace which includes a public collection of AI agents (“**AI Agents**”). These AI Agents are made through the Marketplace and contributed through various contributors (“**Contributor**”) and can be purchased on a subscription basis by the users. Each AI Agent available through the Marketplace may be subject to individual and separate terms (“**Separate Terms**”). By installing and using available AI Agents, you agree to read, understand, and abide by the Separate Terms in addition to these Terms.
- 1.6. We are not responsible for, and do not endorse, any AI Agents posted by other users or third parties. Accordingly, we shall not be liable, directly or indirectly, for any loss or damage arising from your use of, or reliance on, any AI Agents posted by another member or third party.

## 2. Account Terms

- 2.1. We may require you to register an account with us for you to access the Marketplace and/or Marketplace Services. You must provide all information we request for such account registration.
- 2.2. We reserve the right to withdraw or amend the Marketplace and/or Marketplace Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Marketplace or the Marketplace Services are unavailable at any time or for any period. From time to time, we may restrict user access, including registered user access, to some parts of the Marketplace and/or Marketplace Services or the entire Marketplace and/or Marketplace Services.
- 2.3. You are responsible for both: (i) making all arrangements necessary for you to have access to the Marketplace and/or Marketplace Services; and (ii) ensuring that all persons who access the Marketplace and/or Marketplace Services through your internet connection are aware of these Terms and comply with them.
- 2.4. We do not permit the use of machine accounts. Accounts registered by “bots” or other automated methods are prohibited. Your login may only be used by one person. If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Marketplace and/or Marketplace Services or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time, in our sole discretion for any or no reason, including if in our opinion, you have violated any provision of these Terms.

### **3. AI Agents Disclaimer**

- 3.1. The AI Agents available on the Marketplace may be designed to provide guidance, answer general questions, and offer support based on the knowledge and information programmed into them, or perform other functions as determined by the Contributors.
- 3.2. The information provided by the AI Agents is for general informational purposes only. While they may help you understand documents or concepts, the AI Agents do not provide legal, financial, or professional advice and should not be relied upon as a substitute for consulting qualified professionals or referring to official documentation. For any matters involving binding rights or obligations, you should always consult the original agreements or authoritative sources.

- 3.3. You understand that AI is inherently imperfect. The AI Agents may occasionally generate incorrect, incomplete, or outdated information. Users are responsible for independently verifying any critical information before acting on it.
- 3.4. By using the AI Agents, you acknowledge that the Marketplace does not guarantee the accuracy or completeness of the information provided and cannot be held liable for any decisions made based on their output.

#### **4. Analytics**

We may store and process information including your account name, user ID, email address, and the content in your repositories, including the ability to read and modify your private data. We may also elect to share certain personal information with a third-party application provider or internally for purposes of analyzing usage data, enforcing usage limitations of, and to improve and tailor user experience of the Marketplace and/or Marketplace Services. Please review our Privacy Policy for more details.

#### **5. Co-operation**

- 5.1. You acknowledge that our provision of the Marketplace and Marketplace Services is dependent on you providing all reasonably required cooperation, software systems, personnel, cooperation and materials as reasonably required and any other access, and you will provide all such cooperation in a diligent and timely manner.
- 5.2. You will (i) be responsible for all use of the Marketplace and Marketplace Services under your account (whether or not authorized) in accordance with this Agreement and applicable laws and government regulations, (ii) be responsible for compliance with this Agreement, (iii) be responsible for the accuracy, quality and legality of Customer Data, the means by which you acquired Customer Data; and (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Marketplace and Marketplace Services and notify us promptly of any such unauthorized access or use.

#### **6. Fees & Payments**

##### **6.1. General**

- 6.1.1. We reserve the right (which may be exercised on a case-to-case basis) (i) to limit the sales or provision of the Marketplace and/or Marketplace Services to any person, geographic region or jurisdiction; (ii) refuse to provide the Marketplace and/or Marketplace Services to anyone for any reason at any time; and (iii) discontinue the Marketplace and/or Marketplace Services at any time.
- 6.1.2. Access to the Marketplace and/or Marketplace Services may be provided on a free or paid basis, at our sole discretion. We reserve the right to determine and modify the pricing structure, including offering free trials, free searches, or tiered access, at any time without prior notice. We may also introduce, remove, or alter any pricing plans,

discounts, or promotional offers at our discretion. Your continued use of the Marketplace and/or Marketplace Services following any change constitutes your acceptance of such changes.

- 6.1.3. For paid Marketplace Services, you must provide us with a current, valid and accepted method of payment (“**Payment Method**”). The relevant fees will be charged to the Payment Method. You authorize us to charge the Payment Method. By purchasing the Marketplace Service, you represent and warrant that you have the authority to use the Payment Method.
- 6.1.4. The length of your billing cycle will depend on the price and structure of the Marketplace Service at the relevant time. The billing cycle usually (but not necessarily) begins from the end of the trial period (if applicable), when the first fees will be charged. In some cases, the payment date may change, for example if your Payment Method has not successfully settled, when you change your subscription plan or if your paid subscription began on a day not contained in a given month.
- 6.1.5. If a payment is not successfully settled due to any reason whatsoever, including but not limited to expiration, insufficient funds, or otherwise, we may suspend your access to the Marketplace and/or the relevant Marketplace Service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used.
- 6.1.6. You can update your Payment Methods by contacting us. Following any update, you authorize us to continue to charge the updated Payment Method.
- 6.1.7. You can cancel the subscription to Marketplace Service at any time, and you will continue to have access to the subscription through the end of your billing cycle. To the extent permitted by the applicable law, payments are non-refundable and we do not provide refunds or credits for any partial subscription periods or unused access to the Marketplace Service. If you cancel the subscription, your access will automatically terminate at the end of your current billing cycle.
- 6.1.8. Payments made in respect of any Marketplace Service are non-refundable and we do not provide any refunds or credits whatsoever irrespective of whether you avail them or not.
- 6.1.9. We are entitled to refuse to process or suspend a transaction. We shall not be liable for any loss, damage, cost, expense or claim incurred by you or any third party as a result of or in connection with our refusal or suspension of any transaction.
- 6.1.10. Depending on your location, subscription fees may include taxes, levies, or duties imposed by taxing authorities. You are responsible for paying any such applicable

taxes. Where legally required, we will collect and remit taxes on behalf of Contributors; otherwise, Contributors remain solely responsible for their own tax obligations.

6.1.11. You authorize us to authenticate your identity, obtain information about you from third parties, transmit information about you to third parties (such information includes, but is not limited to credit card or debit card details) and obtain card authorizations, and other authorizations related to Payment Methods.

6.1.12. UNLESS YOU NOTIFY US BEFORE A CHARGE THAT YOU WANT TO CANCEL OR DO NOT WANT TO AUTO RENEW, YOU UNDERSTAND YOUR SUBSCRIPTION WILL AUTOMATICALLY CONTINUE AND YOU AUTHORIZE US (WITHOUT NOTICE TO YOU, UNLESS REQUIRED BY APPLICABLE LAW) TO COLLECT THE THEN-APPLICABLE FEE AND ANY TAXES, USING ANY PAYMENT METHOD WE HAVE ON RECORD FOR YOU.

6.1.13. All subscriptions are managed through Stripe. All payments and billing issues are subject to Stripe's terms. We are not responsible for any disputes or issues arising from Stripe's services.

## 6.2. AI Agents

6.2.1. Where your subscription involves access to an AI Agent, you acknowledge and agree that we act solely as a platform to facilitate such subscriptions. Subscription fees collected from you may be shared with the respective AI Agent's Contributor in accordance with our revenue-sharing policy. You understand that payments distributed to AI Agent creators are made on their behalf, and we are not responsible for the quality, accuracy, availability, or outcomes of any AI Agent.

6.2.2. Contributors are solely responsible for setting the price at which their AI Agents are offered on the Marketplace, subject to any minimums, maximums, or pricing guidelines that the Marketplace may establish from time to time in its discretion. By setting a price, the Contributor authorizes the Marketplace to collect the corresponding amounts from users on the Contributor's behalf and to deduct the Marketplace's share as described in these Terms. The Marketplace reserves the right to adjust, reject, or remove pricing that violates applicable law, is misleading, or otherwise conflicts with Marketplace policies.

6.2.3. When an AI Agent is purchased or otherwise generates revenue through the Marketplace, the price paid by the subscriber ("**Gross Revenue**") shall first be reduced by thirty percent (30%) of the Gross Revenue, representing the Marketplace platform fee and associated AI infrastructure costs, including API and operational expenses (the "Marketplace Fee"). 6.2.4. The remaining seventy percent (70%) of the Gross Revenue (the "**Contributor Share**") shall be payable to the Contributor, less any applicable taxes, currency conversion costs, payment processing fees, or other transactional costs that are required to be deducted or withheld under applicable law or by third-party

processors. The Contributor is solely responsible for any such taxes or costs deducted from the Contributor Share.

6.2.4. Contributors may request payouts once their available balance reaches the minimum payout threshold as specified by the Marketplace. Balances below the minimum payout threshold will be carried forward until the next payout period.

6.2.5. Payouts to Contributors will be made in accordance with the payout schedule and method designated by the Marketplace from time to time, provided that the Contributor has supplied accurate and complete payment details.

6.2.6. The Marketplace reserves the right to withhold or delay payments in cases of suspected fraud, breach of these Terms, chargebacks, or other circumstances requiring investigation.

## **7. Intellectual Property**

### **7.1. The Marketplace**

7.1.1. The Marketplace may provide several types of resources, including one or more of the following: (i) areas to interact with the Marketplace and the user community such as message boards, chat rooms, forums, bulletin boards, training modules, user ratings, user reviews, and other related interactive and social features, information, software, text, displays, images, video, audio recordings, and user interfaces included in or generated by the Marketplace, and the design, selection and arrangement thereof, except that provided expressly and conspicuously under a thirdparty license (collectively, the “**Marketplace Content**”); (ii) product specifications and product documentation (collectively, “**Marketplace Documentation**”); (iii) software such as application program interfaces, update sets, development tools, code snippets and sample code to permit customization and configuration (collectively, “**Marketplace Development Tools**”). The Marketplace shall deem to include the Marketplace Content, Marketplace Documentation and the Marketplace Development Tools.

7.1.2. The Marketplace in its entirety is owned by us or our licensors and is protected by applicable intellectual property laws regarding copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights. You are permitted to use the Marketplace only for legitimate purposes related to your role as a current or prospective customer, Contributor or user of the Marketplace. You shall not copy, modify, create derivative works of, publicly display or perform, republish, download or store, or transmit any Marketplace Content without our express prior written consent or except as expressly provided in these Terms.

### **7.2. Marketplace Core Technology**

All rights, title, and interest in and to all intellectual property rights in the Marketplace Core Technology are owned exclusively by us notwithstanding any other provision in these Terms. Except as otherwise expressly provided in these Terms, we reserve all rights in the Marketplace Core Technology and do not grant you any rights, express or implied or by estoppel. As used herein, “**Marketplace Core Technology**” means: (a) Marketplace Development Tools, Marketplace Documentation and our other technology and methodologies (including, without limitation, products, software tools, hardware designs, algorithms, templates, software (in source and object forms), architecture, class libraries, objects and documentation); (b) updates, upgrades, improvements, configurations, extensions, and derivative works of the foregoing, however made, and related technical or end user documentation or manuals; (c) software scripts or application programming interfaces (API) developed and owned by us that allow the transfer of data between third party applications available on the Marketplace; and (d) intellectual property anywhere in the world relating to the foregoing.

### **7.3. Trademarks**

All marks in relation to the Marketplace are trademarks and/or registered trademarks of us or our affiliates or licensors. Other company and product names may be trademarks of the respective companies with which they are associated.

### **7.4. Marketplace Development Tools**

Marketplace Development Tools available for download are the copyrighted works. Subject to these Terms, we grant you a limited, revocable, nontransferable, nonexclusive and nonsublicensable license to reproduce and use the Marketplace Development Tools only for the purposes of use of the Marketplace and the Marketplace Services. We have no obligation to provide support services for, or updates to, the Marketplace Development Tools. Marketplace Development Tools are proprietary information. You shall not distribute Marketplace Development Tools to any third party.

### **7.5. Your Data and Your Materials**

- 7.5.1. You are and remain the exclusive owner of all right, title and interest in and to Customer Data and Customer Materials. You grant us, our affiliates and our subcontractors a worldwide, irrevocable, royalty-free, perpetual, non-exclusive license to: (i) use, host, transmit, monitor, manage, replicate, access, collect, store, cache, aggregate and/or anonymize Customer Data, and (ii) transfer Customer Data to our subcontractors, in each case solely as necessary to provide the Marketplace Services. To the extent you provide feedback regarding Our Marketplace and Marketplace Services, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Marketplace Services or other products (collectively “**Feedback**”), you hereby grant us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate such Feedback for

any legitimate purpose without restriction. We are under no obligation to use the Feedback.

7.5.2. Customer Data means the (i) data and information provided by you to us and/or input, uploaded and/or shared by you for the purpose of using or facilitating your use of the Marketplace Services, or (ii) data you collect and process through your use of the Marketplace Services.

7.5.3. Customer Materials: any materials, data, information, software, equipment or other resources owned by or licensed to you and made available to us pursuant to facilitating your use of the Marketplace and/or Marketplace Services, including content in the form of files and/or images generated by the Marketplace Service that, as part of the documented functionality of the Marketplace Service, are exported, printed, downloaded and/or extracted from the Marketplace Service by you.

7.5.4. You represent and warrant that all Customer Data and Customer Materials provided by you will not infringe, misappropriate, or otherwise violate any proprietary or intellectual property rights, privacy rights, or other rights of any third party (such as using content of a third party without their permission), and will not contain any unlawful, harmful, or malicious content.

## **7.6. AI Agents**

7.6.1. Any Marketplace user may develop custom AI Agents intended to be provided by us to other Marketplace users. By Contributing AI Agents, you grant us a non-exclusive, worldwide, perpetual, irrevocable, sub-licensable licence permitting us to sub-license such AI Agents to other Marketplace users. You further agree that:

- a. You shall defend and/or settle, at your expense, any third-party claim brought against us or our representatives arising from or related to the AI Agents ("**AI Agents Related Claims**"). You shall indemnify us and our Representatives against any losses arising from or related to the AI Agents Related Claims or settlement amounts agreed to in writing by you in relation to such AI Agents Related Claims; and b) we shall have no obligation to maintain the AI Agents. We have the right at our discretion to deactivate the affected AI Agents for a legitimate reason.
- b. Any Marketplace subscriber is granted a non-exclusive, worldwide, limited-term, revocable, non-transferable licence to use AI Agents for as long as such subscriber is a subscriber to such AI Agent.

7.6.2. FOR THE AVOIDANCE OF DOUBT, THE AI AGENTS ARE NOT SUBJECT TO ANY SERVICE LEVEL AGREEMENT OR AVAILABILITY COMMITMENTS.

7.6.3. You represent and warrant that any AI Agents you develop, contribute, or make available through the Marketplace do not infringe, misappropriate, or otherwise violate any intellectual property rights, proprietary rights, privacy rights, or other rights of any



third party (such as using content of a third party without their permission), and do not contain any unlawful or harmful content. You shall be solely responsible for obtaining all necessary rights, licences, and permissions in relation to the AI Agents you provide.

### **7.7. Third Party Content**

The Marketplace operates with or uses application programming interfaces (APIs) and other services operated or provided by third parties. You may use third party applications, software, interfaces, products, services or websites, as well as software scripts or application programming interfaces (API) developed by third parties that allow the transfer of data between third party applications supported by the Marketplace, that interoperate with the Marketplace (collectively, “**Third Party Services**”). You are solely responsible for acquiring all rights required to use the Third Party Services, maintaining access to the Third Party Services, and complying with all applicable terms and privacy policies of the Third Party Services. We do not warrant or support any Third Party Services, regardless of whether we recommend or prefers any particular Third Party Services. Because access to the Third Party Services is subject to the control of the respective owners of those services, we do not guarantee that the Marketplace will interoperate or be compatible with, or remain interoperable or compatible with, any Third-Party Services. We are not responsible for any performance issues with Third Party Services, including, but not limited to, unavailability or outages of Third Party Services, or changes and developments in Third Party Services that may interrupt your use of the Marketplace Platform with those services. You are solely responsible for any data loss or other losses suffered as a result of using the Third Party Services. If any Third Party Services cease to interoperate with the Marketplace, or are offered to us on terms unacceptable to us, we may cease support for such Third Party Services within the Marketplace without entitling you to any refund, credit or other compensation.

### **7.8. Restrictions**

- 7.8.1. No right, title, or interest in or to the Marketplace including Marketplace Content and Marketplace Core Technology, is transferred to you.
- 7.8.2. There are no implied licenses under these Terms. We reserve all rights not expressly granted to you herein. Any use of the Marketplace not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.
- 7.8.3. You shall not (and shall not permit others to) do any of the following with respect to the Marketplace or Marketplace Core Technology: (a) license, sublicense, sell, resell, rent, lease, transfer, distribute or time share it or otherwise make any of it available for access by third parties, including any derivative works of Marketplace Technology irrespective of which party authors such derivative works; (b) use it on a production basis or with production data or use it to provide services to others; (c) disassemble, decompile or reverse engineer it, particularly for the purpose of developing any product or services competitive with the Marketplace Services generally; (d) subject to the

preceding clause, use or access it for the purpose of developing products or service competitive with the platform component of the Marketplace Services (competitive applications, however, are permitted); (e) copy, create derivative works of, or otherwise modify it, except as expressly permitted hereunder; (f) disrupt its security, integrity or operation; (g) remove or modify a copyright or other proprietary rights notice in it; (h) use it to reproduce, distribute, display, store, transmit or use material or content protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (i) use it to damage the property of another; (j) use it in any manner which violates any applicable law or regulation; (k) use it in a manner that temporarily or permanently alters, erases, removes, copies, modifies, halts or disables any Marketplace or thirdparty data, software or network without authorization; (l) use it to create, use, send, store or run viruses or other harmful computer code; (m) use it in any manner that disables, hacks or interferes with any security, digital signing, digital rights management, verification or authentication mechanisms; or (n) use it in any manner that, in our reasonable judgment, circumvents the ordinary use or operation of the Marketplace Service or APIs, disrupts our pricing structure or ability to provide services or support to customers, or allows any party to access our technology in excess of such party's authorized or normally intended use.

## **8. Acceptable Use Policy**

You shall not, nor permit third parties to use Marketplace Services in connection with, including to generate, any of the following:

- (a) Child sexual exploitation or abusive content.
- (b) Generation of hateful, harassing, or violent content. This includes but is not limited to: (i) encouraging or engaging in any form of self-harm; (ii) shaming, humiliating, bullying, or harassing individuals; (iii) threatening, inciting or promoting violence or terrorism; (iv) supporting or providing instructions on how to commit violent acts against persons, animals, or property; (v) encouraging hate speech or discriminatory practices that could cause harm to individuals or communities based on their protected attributes or identifying traits.
- (c) Abusive or fraudulent conduct. This includes but is not limited to: (i) promoting or facilitating the generation or distribution of spam, fraudulent activities, scams, phishing, or malware; (ii) compromising cybersecurity systems or gaining unauthorized access to violate the integrity of any user, network, computer or communications system, software application, or network or computing device; (iii) violate any natural person's rights, including privacy rights as defined in applicable privacy law; (iv) appropriating confidential or personal information; (v) impersonating a human by presenting results as human-generated; (vi) engaging in disinformation campaigns; (viii) astroturfing, or the generation of fake grassroots support or fake review information; (ix) plagiarize or engage in other forms of academic dishonesty.

(d) Illegal or highly regulated goods or services content, or other activity that has a high risk of economic or physical harm. This includes but is not limited to: (i) engaging in any illegal activity; (ii) providing instructions on how to commit or facilitate any type of crime; (iii) gambling; (iv) multi-level marketing; (iv) payday lending; (v) cryptomining practices; (vi) automatic determinations of eligibility for credit, employment, educational institutions, or public assistance services; (vii) engaging in unauthorized practice of law or seeking unreviewed legal advice; (viii) engaging in unauthorized practice of medicine or seeking unreviewed medical advice; (ix) providing unauthorized financial advice; (x) law enforcement application or criminal justice decisions; (xii) military or warfare application, weapons development; (xiii) management or operation of critical infrastructure in energy, transportation, and water; (xiv) political campaigning or lobbying.

(e) Sexually explicit content. This includes but is not limited to: (i) generating pornographic content or content meant for sexual gratification; (ii) engaging in erotic chats.

## 9. **Disclaimers**

9.1. WE MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. THE MARKETPLACE AND MARKETPLACE SERVICES AND THIRD PARTY SERVICES ARE MADE AVAILABLE TO YOU ON AN “AS IS,” “WHERE IS” AND “WHERE AVAILABLE” BASIS, EXCLUSIVE OF ANY WARRANTY WHATSOEVER. WE DISCLAIM ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGE CAUSED BY ANY THIRDPARTY HOSTING PROVIDERS AND/OR THIRD-PARTY SERVICES, OR MARKETPLACE SERVICES. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THESE TERMS) ARE MADE FOR THE BENEFIT OF US, AND OUR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, TOGETHER WITH US, AND OUR RESPECTIVE SUCCESSORS AND ASSIGNS, THE “**AFFILIATED PARTIES**”).

9.2. While we try to maintain the timeliness, integrity and security of the Marketplace and Marketplace Services, we do not guarantee that the Marketplace and Marketplace Services are or will remain updated, complete, correct or secure, or that access to any

the Marketplace and Marketplace Services will be uninterrupted. The Marketplace and Marketplace Services may include inaccuracies, errors and materials that violate or conflict with these Terms. Third parties may also make unauthorized alterations to the Marketplace and Marketplace Services.

## **10. Limitation of Liability**

10.1. IN NO EVENT WILL THE MAXIMUM AGGREGATE LIABILITY OF ALL AFFILIATED PARTIES, ARISING OUT OF OR RELATED TO THESE TERMS OR MARKETPLACE OR ANY MARKETPLACE SERVICES, EXCEED THE TOTAL FEES ACTUALLY RECEIVED BY US FROM YOU FOR THE RELEVANT MARKETPLACE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. IN NO EVENT WILL ANY AFFILIATED PARTY HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, THE MARKETPLACE AND MARKETPLACE SERVICES FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF ANY AFFILIATED PARTY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF ANY REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10.2. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, (A) NO AFFILIATED PARTY WILL BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM THE OPERATION OR PROVISION OF, OR YOUR USE OF OR INABILITY TO USE, ANY PROGRAM, ANY THIRD PARTY SERVICES OR MARKETPLACE SERVICES, INCLUDING FROM ANY VIRUS, WORM, TROJAN HORSE, TIME BOMB, SPYWARE OR OTHER SIMILAR COMPUTER CODE, FILE OR PROGRAM THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH; AND (B) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH ANY MARKETPLACE SERVICE OR ANY THIRD PARTY SERVICE IS TO STOP USING THE APPLICABLE MARKETPLACE SERVICE OR THIRD PARTY SERVICE. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THESE TERMS) ARE MADE FOR THE BENEFIT OF EACH AFFILIATED PARTY.

## **11. Indemnification**

You agree to indemnify, defend, and hold harmless the Affiliated Parties from and against any and all expenses, losses, claims, liabilities, and expenses, including

attorney's fees, arising out of your (i) use of the Marketplace and Marketplace Services and (ii) your violation of these Terms or other policies in relation to the Marketplace, provided that we (1) promptly provide written notice of the claim, loss, expense, demand, suit, or proceeding; (2) give you sole control of the defense and settlement of the claim, demand, suit, or proceeding (provided that you may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases us of all liability); and (3) provide to you all reasonable assistance, at your expense.

## **12. Termination**

We may, at our sole discretion, upon any breach or violation of these Terms, immediately (a) suspend or terminate your access to the Marketplace or any Marketplace Services, (b) remove, deactivate or disable any of your AI Agents or other content from the Marketplace, and/or (c) withhold any payments due in connection with the affected AI Agents, in each case without any obligation of refund, payback, or other liability. These rights are in addition to any other legal remedies we may have under applicable law. In addition to the foregoing, we may terminate your access to the Marketplace and any Marketplace Services without cause by providing you with at least fifteen (15) days' advance notice.

## **13. Governing Law**

The Terms shall be interpreted and governed according to the laws of the United Kingdom without regard to or application of its conflict of law, rules, or principles. The Parties agree that any dispute in connection with the Terms including disputes relating to services and payments, must be settled by through the competent courts of United Kingdom.

## **14. Miscellaneous**

- 14.1. In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.
- 14.2. The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.
- 14.3. These Terms and any policies or operating rules posted by us on this site or in respect to the Marketplace and the Marketplace Services constitutes the entire agreement and understanding between you and us and governs your use of the Marketplace and the Marketplace Services, superseding any prior or contemporaneous agreements,

communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms).

- 14.4. The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms.