

Inkeep, Inc.

Terms of Service

Last updated: October 2, 2023

These Terms of Service constitute a legally binding agreement between you and Inkeep, Inc. (together with its subsidiaries and affiliates, “**Inkeep, Inc.**,” “**Inkeep**,” “**we**,” “**our**” or “**us**”) governing your use of our products, services, information, contents and tools, mobile application (the “**App**”), and website (the “**Site**” and collectively with the foregoing, the “**Services**”).

YOU ACKNOWLEDGE AND AGREE THAT, BY CLICKING ON THE “I AGREE” OR SIMILAR BUTTON, REGISTERING FOR AN ACCOUNT, DOWNLOADING THE APP OR ANY APP UPGRADES, USING THE APP ON YOUR MOBILE DEVICE, VISITING THE SITE, ACCESSING OR USING THE SERVICES, INCLUDING THE AI FUNCTIONS (AS DEFINED BELOW) THAT ARE PART OF THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE, WHETHER OR NOT YOU HAVE REGISTERED VIA THE SITE OR THE APP. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICES. We have no direct relationship with your end users and representatives (“**End Users**”) or any person other than you. You agree to maintain binding terms of service governing your End Users’ use of the Services that are consistent in all material respects with these Terms of Service.

These Terms of Service are effective as of the date you first click “I agree” (or similar button or checkbox) or use or access the Services, whichever is earlier. If you accept or agree to these Terms of Service on behalf of your employer or another legal entity, you represent and warrant that (i) you have full legal authority to bind your employer or such entity to these Terms of Service; (ii) you have read and understand these Terms of Service; and (iii) you agree to these Terms of Service on behalf of the party that you represent. In such event, “you” and “your” will refer and apply to your employer or such other legal entity.

Any personal data that you or your End Users submit to us or that we collect about you or your End Users is governed by our Privacy Policy (“**Privacy Policy**”), available at <https://inkeep.com/policies/privacy>. You acknowledge that by using the Services, you have reviewed the Privacy Policy. The Privacy Policy is incorporated by reference into these Terms of Service and together form and are hereinafter referred to as this “**Agreement**.”

PLEASE NOTE: THIS AGREEMENT GOVERNS HOW DISPUTES BETWEEN YOU AND INKEEP CAN BE RESOLVED. IT CONTAINS A BINDING AND FINAL ARBITRATION PROVISION AND CLASS ACTION WAIVER (SECTION 15). PLEASE READ CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING, IF APPLICABLE, YOUR RIGHT TO OPT OUT OF ARBITRATION.

1. Our Services

We provide a platform that powers AI search, chat, and copilot experiences for software products.

If you purchase or use our Services, you’re doing so through Inkeep, and such purchase and use is subject to this Agreement; provided, that if you’ve entered into a separate agreement or order form with us governing the purchase or use of our Services, such separate agreement or order form will govern in the event of a conflict with this Agreement.

2. Account, Password, Security, and Phone Use

You must register with Inkeep and create an account to use the Services (other than use of the Site and the Site's AI Functions that are accessible without registration) (an "**Account**") and as part of that process you will be requested to provide certain information, including without limitation your name, phone number and email address. By using the Services, you agree to provide true, accurate, current and complete information as prompted by the registration process and to maintain and promptly update the Account information to keep it accurate, current and complete. Prior to allowing any of your End Users to access or use the Services, you must prominently display or require acceptance by your End Users of binding terms of service governing their use of the Services that are consistent in all material respects with these Terms of Service. You are solely and fully responsible for all activities that occur under your password or Account, even if not authorized by you, and are responsible for all content uploaded to your Account or the Services through use of your Account. Should you suspect that any unauthorized party may be using your password or Account or you suspect any other breach of security, you agree to contact Inkeep immediately.

The person signing up for the Services will be the contracting party ("**Account Representative**") for the purposes of these Terms of Service and will be the person who is authorized to use any corresponding Account we provide to the Account Representative in connection with the Services; provided, however, that if you are signing up for the Services on behalf of your employer, your employer shall be the Account Representative. As the Account Representative, you are solely responsible for complying with these Terms of Service and only you are entitled to all benefits accruing thereto. Your Account is not transferable to any other person or account.

By providing your phone number and email address and by using the Services, you hereby affirmatively consent to Inkeep's use of your phone number for calls and recurring texts (including with an autodialer and/or prerecorded voice) and your email address in order to (i) perform and improve upon the Services, (ii) facilitate the carrying out of our Services, and (iii) provide you with information and reminders regarding your registration, changes and updates, service outages, or alterations. These calls and texts may include, among other things, push notifications and other reminders delivered through our App. Inkeep will not assess any charges for calls or texts, but standard message, data or other charges from your wireless carrier may apply. You may opt-out of receiving calls, texts or messages from us by modifying your Account settings on the Site or the App, texting "STOP" in response to any texts, or by emailing optout@inkeep.com and specifying that you want to opt out of texts. You may opt out of receiving calls from us by stating that you no longer wish to receive calls or messages from us during any call with us, or by visiting <https://inkeep.com/privacy/opt-out-communications> and specifying you want to opt-out of calls or messages. You understand that we may send you a message confirming any opt-out by you.

3. AI Functions and User Content

"**AI Functions**" is defined as features and capabilities offered as part of the Services that utilize artificial intelligence, machine learning or similar technologies developed by Inkeep and/or Inkeep's third-party providers. Inkeep and its licensors exclusively own all right, title, and interest in and to the AI Functions, including all associated intellectual property rights.

"**User Content**" is defined as any content, information, and materials that may be textual, audio, or visual that you or any of your End Users provide, submit or upload to the Services for use with AI Functions.

When you provide User Content for use with AI Functions, you will receive output generated and returned by the AI Functions ("**Output**," and together with User Content, "**AI Content**").

You are solely responsible for your User Content, including compliance with applicable laws and the Agreement. To the extent that any User Content contains personal data of any individuals, you are responsible for making sure that that you have the appropriate permission and legal basis for us to collect and process information about those individuals. You authorize Inkeep and its third-party providers to process your User Content to provide you with the AI Functions. You agree that Inkeep may use subprocessors to provide the AI Functions to you. You acknowledge and agree that Inkeep:

- Is not involved in the creation or development of User Content.
- Disclaims any responsibility for User Content or any personal data included in User Content.
- Cannot be liable for claims arising out of or relating to User Content, including any personal data included in User Content.
- Is not obligated to monitor, review, or remove User Content, but reserves the right to limit or remove User Content on the Services at its sole discretion.

You hereby represent and warrant to Inkeep that your User Content (i) will not be false, inaccurate, incomplete or misleading; (ii) will not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity, personality or privacy; (iii) will not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising, anti-spam or privacy); (iv) will not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (v) will not be obscene or contain pornography (including but not limited to child pornography) or be harmful to minors; (vi) will not contain any viruses, Trojan Horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (vii) will not represent you being employed or directly engaged by or affiliated with Inkeep or purport that you are authorized to act as a representative or agent of Inkeep; and (viii) will not create liability for Inkeep or cause Inkeep to lose (in whole or in part) the services of its ISPs or other suppliers.

By making available any User Content through the Services, you hereby grant to Inkeep a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, access, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such User Content on, through or by means of the Services, including processing, storing, and otherwise using AI Content to further train, develop, enhance, and improve the Services and the AI Functions; PROVIDED THAT WE WILL NOT USE, ACCESS, VIEW, COPY, DISTRIBUTE, LICENSE, SELL, TRANSFER, DISPLAY, PERFORM, STREAM, BROADCAST OR OTHERWISE EXPLOIT YOUR USER CONTENT IN ANY MANNER THAT WOULD CAUSE YOUR USER CONTENT TO BECOME PUBLICLY AVAILABLE OR AVAILABLE TO ANY UNAUTHORIZED THIRD PARTY. While we do not use your User Content to train, develop, enhance or improve any large language models or other foundational models where your User Content could be exposed to third parties, we may nonetheless use anonymized, aggregate usage and system data from the Services and AI Functions for any business purpose. We do not permit our third-party subprocessors of the AI Functions to use your User Content to train their AI models. We do not claim any ownership rights in any User Content, and nothing in this Agreement will be deemed to restrict any rights that you may have to use and exploit any such User Content.

4. Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Services or any Output from the AI Functions:

- a. for any unlawful purpose;
- b. to conduct any unlawful acts or solicit others to perform or participate in any unlawful acts;
- c. to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- d. to use the Services for any purpose or in any manner that infringes upon or violates the rights, including but not limited to intellectual property rights, of us or any third party;
- e. to harass, abuse, insult, harm, defame, slander, stalk, threaten, disparage, intimidate, discriminate in any way, including, but not limited to, discrimination based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability, or otherwise violate the legal rights (such as of privacy or publicity) of any other users of the Services or Inkeep's employees, affiliates, or partners or the employees, affiliates, or partners of any other platform or integration with which Inkeep does business;
- f. to submit false or misleading information;
- g. to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services or of any related website, other websites, or the Internet;
- h. for any obscene or immoral purpose;
- i. to interfere with or circumvent the security features of the Services or any related website, other websites, or the Internet;
- j. to interfere with or carry out any activity that threatens the performance, security, or proper functioning of the Services;
- k. to attempt to compromise the system integrity or security or decipher any transmissions to or from the servers running the Services;
- l. to attempt to access unauthorized Accounts or to collect or track the personal information of others;
- m. to abuse any trial offerings with respect to the Services;
- n. to abuse any rebate offerings with respect to the Services;
- o. in any way that violates the policies of any other platform or integration with which Inkeep does business;
- p. to copy, distribute, or disclose any part of the Services in any medium other than as allowed by the Services and these Terms of Service;
- q. to use any automated system (other than any functionalities of the Services), including without limitation "robots," "spiders," "offline readers," etc., to access the Services;
- r. to transmit spam, chain letters, or other unsolicited email or attempt to phish, pharm, pretext, spider, crawl, or scrape;
- s. to impersonate another person or otherwise misrepresent your affiliation with a person or entity, conduct fraud, hide, or attempt to hide your identity;
- t. to attempt to decipher, decompile, disassemble, or reverse engineer any of the software or algorithms used to provide the Services;
- u. to develop any artificial intelligence or machine learning models that compete with Inkeep or the AI Functions or develop any internal models intended to replace your use of Inkeep's Services;
- v. to mislead any person that Output from the Services was solely human-generated;
- w. in a manner that violates any technical documentation, usage guidelines, or parameters;

- x. to make automated decisions that may have a detrimental impact on individual rights without appropriate human supervision; or
- y. to encourage or enable any other individual to do any of the foregoing.

We reserve the right to terminate your use of the Services or any related website for violating any of the prohibited uses.

You also agree not to misuse our Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You may not do any of the following while accessing or using the Services: (1) access, tamper with, or use non-public areas of the Services or Inkeep's computer systems; (2) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (3) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Inkeep and third-party integrations authorized by us (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Inkeep; (4) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (5) interfere with, or disrupt (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Services.

We preserve the right to limit access to the Services for users whose actions result in degrading the experience of other users of the Services, Inkeep's employees, affiliates, or partners or the employees, affiliates, or partners of any other platform or integration with which Inkeep does business.

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (1) satisfy any applicable law, regulation, legal process or governmental request, (2) enforce these Terms of Service, including investigation of potential violations hereof, (3) detect, prevent, or otherwise address fraud, security or technical issues, (4) respond to user support requests, or (5) protect the rights, property or safety of Inkeep, its users and the public. Inkeep does not disclose personally-identifying information to third parties except in accordance with our Privacy Policy.

5. Representations and Warranties; Compliance with Laws

You represent and warrant that: (i) you are 18 years of age or older or are at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts, and (ii) you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will so abide. Where you enter into this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement.

You further represent and warrant that (i) you have read, understand, and agree to be bound by these Terms of Service and the Privacy Policy in order to access and use the Services and (ii) when using or accessing the Services, you will act in accordance with any applicable local, state, or federal law or custom and in good faith.

You are responsible for determining whether the Services are suitable for you to use in light of any applicable regulations such as EU Data Privacy Laws or other laws. If you are subject to regulations (such

as HIPAA) and you use the Services, then we will not be liable if our Services do not meet those requirements. You may not use the Services for any unlawful or discriminatory activities, including acts prohibited by the Federal Trade Commission Act, Fair Credit Reporting Act, Equal Credit Opportunity Act, or other laws that apply to commerce. You are also responsible for notifying your End Users of data collection in connection with the Services, as required by applicable law.

If you are located in the European Economic Area (“**EEA**”) or serve end-users in the EEA market, you represent and warrant that in using the Services, you:

- Will obtain consent or use any other available, legally valid mechanism to (i) transfer data to Inkeep and (ii) cause such data to be processed;
- Will comply with your posted privacy policy;
- Have collected, stored, used, and transferred all data relating to any individual in compliance with all applicable data protection laws and regulations, and have the necessary permission to allow Inkeep to receive and process such data on your behalf;
- Acknowledge that Inkeep acts as the processor of such data and you remain the controller of such data for purposes of all applicable data protection or privacy laws and regulations;
- Agree not to use the Services to collect, manage or process sensitive customer information, for which Inkeep will bear no responsibility or liability; and
- Agree to indemnify and hold Inkeep and its officers and directors harmless from any claims, demands, and losses, including attorney’s fees, arising out of your breach of any part of the representations and warranties in this Section 5.

You hereby warrant and represent that, other than as fully and promptly disclosed to Inkeep as set forth below, you do not have any motivation, status, or interest that Inkeep may reasonably wish to know about in connection with the Services, including without limitation, if you are using or will or intend to use the Services for any journalistic, investigative, or unlawful purpose. You hereby warrant and represent that you will promptly disclose to Inkeep in writing any such motivation, status or interest, whether existing prior to registration or as arises during your use of the Services.

6. Mobile App Updates and Upgrades

By installing the App, you consent to the installation of the App and any updates or upgrades that are released through the Services. The App (including any updates or upgrades) may (i) cause your device to automatically communicate with Inkeep’s servers to deliver the App functionality and to record usage metrics, (ii) affect App-related preferences or data stored your device, and (iii) collect personal data as set out in our Privacy Policy. You can uninstall the App at any time.

7. Billing and Payment

Payment and any other expenses must be paid through the third party payment processing system (the “**PSP**”) as indicated on the Services. You may be required to register with the PSP, agree to terms of service of the PSP, provide your payment details to the PSP and go through a vetting process at the request of

the PSP to set up an account with the PSP (the “**PSP Services Agreement**”). By accepting these Terms of Service, you agree that you have downloaded or printed, and reviewed and agreed to, the PSP Services Agreement. Please note that Inkeep is not a party to the PSP Services Agreement and that you, the PSP and any other parties listed in the PSP Services Agreement are the parties to the PSP Services Agreement and that Inkeep has no obligations, responsibility or liability to any user or any other party under the PSP Services Agreement.

All prices and fees displayed on the Services are exclusive of applicable federal, provincial, state, local or other governmental sales, goods and services or other taxes, fees or charges now in force or enacted in the future (“**Taxes**”). Any applicable Taxes are based on the rates applicable to the billing address you provide to us and will be calculated at the time a transaction is charged to your Account. Unless otherwise indicated, all prices, fees and other charges are in U.S. dollars, and all payments shall be in U.S. currency.

Our charges for subscription plans (monthly, annual or other period, as applicable from time to time) and fees for any additional Services are posted on the Site or otherwise communicated to you in writing and may be changed from time to time. If you have signed up for an Inkeep subscription plan (each a, “**Subscription Plan**”) and any part of a month, year or other period is included in the term, then payment will be due for the full month, full year, or full other period as applicable. Payments for monthly Subscription Plans are due for any month on the same or closest date to the day you made your first monthly payment, and payments for yearly Subscription Plans are due for any year on the same or closest date to the day you made your first yearly payment. Please note that fees for certain Services may vary country by country and certain customers may have access to different billing and payment features, depending on when they created their account with Inkeep.

If you have signed up for a Subscription Plan, you will provide us with valid credit card information and hereby authorize us to deduct the monthly, yearly or other automatic charges against that credit card. You’ll replace the information for any credit card that expires with information for a valid one. Anyone using a credit card represents and warrants that they are authorized to use that credit card, and that any and all charges may be billed to that credit card and won’t be rejected. If we’re unable to process your credit card order, we’ll try to contact you by email and will suspend your account until your payment can be processed.

We’ll give you a refund for all or a portion of an unused prepaid month or year, as applicable, if we stop providing our Services to you for a reason that’s not laid out in these Terms of Service as determined by Inkeep in its sole discretion. We may offer a refund to customers, if such customer applies for a refund based on the requirements posted on the Site. You won’t be entitled to a refund from us under any other circumstances.

We may change our fees at any time by posting a new pricing structure to our Site and/or sending you a notification by email.

From time to time, we may offer trials of paid Services for a specified period without payment or at a reduced rate (a “**Trial**”). We reserve the right to determine eligibility for any Trial, which may vary based on factors including, but not limited to, the Services selected and how recently you redeemed a Trial. Certain limitations may also exist with respect to combining Trials with any other offers.

Each Trial provides access to the Services at the price advertised (if any) for an initial, introductory period (the “**Trial Period**”) beginning at the moment you confirm your acceptance of the Trial by submitting valid payment details that are accepted by us. By submitting your payment details you: (i) confirm your

acceptance of the Trial and (ii) accept and agree to these Terms of Service. All information collected by us under any Trial will be processed and used in accordance with our Privacy Policy.

A Trial must be accepted before the applicable expiration date advertised, if any. Except where prohibited by law, we reserve the right to modify, suspend, or terminate a Trial at any time and for any reason, in which case we will not honor subsequent Trial enrollments. The Trial Period shall continue for the period as advertised, subject to the previous sentence.

UNLESS YOU CANCEL A TRIAL BEFORE THE END OF THE TRIAL PERIOD, YOU WILL AUTOMATICALLY BECOME A RECURRING SUBSCRIBER TO THE SERVICES YOU CHOSE TO SIGN UP FOR UNDER THE TRIAL AND THE PAYMENT METHOD YOU PROVIDED WILL AUTOMATICALLY BE CHARGED THE THEN-CURRENT APPLICABLE PRICE. IF YOU CANCEL THE TRIAL DURING THE TRIAL PERIOD, YOU WILL LOSE ACCESS TO THE SERVICES. TO CANCEL, YOU MUST LOG INTO YOUR ACCOUNT AND FOLLOW THE PROMPTS ON THE ACCOUNT PAGE.

8. Termination and Suspension

Unless otherwise agreed to in writing between you and Inkeep, either party may terminate these Terms of Service for any or no cause, at any time. You may cancel and delete your Account at any time by either using the features on the Services to do so or by written notice to cancel@inkeep.com. After cancellation, you will no longer have access to your Account, your profile or any other information through the Services. The provisions of these Terms of Service that by their content or meaning are intended to survive such termination, including without limitation the provisions relating to disclaimer of warranties, limitations of liability, and indemnification, shall survive any termination of these Terms of Service and any termination of your use of or subscription to the Services and shall continue to apply indefinitely.

We reserve the right to refuse the Services to anyone for any reason at any time. Inkeep may terminate or limit your right to use the Services in the event that we are investigating or believe that you have breached any provision of this Agreement without any notice. If Inkeep terminates or limits your right to use the Services pursuant to this section, you are prohibited from registering and creating a new Account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

Even after your right to use the Services is terminated or limited, this Agreement will remain enforceable against you. Inkeep reserves the right to take appropriate legal action, including but not limited to pursuing arbitration in accordance with Section 16 of these Terms of Service.

Inkeep reserves the right to modify or discontinue, temporarily or permanently, all or any portion of the Services at its sole discretion. Inkeep is not liable to you for any modification or discontinuance of all or any portion of the Services. Inkeep has the right to restrict anyone from completing registration as a user if Inkeep believes such person may threaten the safety and integrity of the Services, or if, in Inkeep's discretion, such restriction is necessary to address any other reasonable business concern.

Following the termination or cancellation of your Account (as defined below), we reserve the right to delete all your data, including any User Content, in the normal course of operation. Your data cannot be recovered once your Account is terminated or canceled.

9. Links to Third-Party Websites

The Services may contain links (such as hyperlinks) to third-party websites. Such links do not constitute endorsement by Inkeep or association with those websites, their content or their operators. Such links (including without limitation external websites that are framed by the Services as well as any advertisements displayed in connection therewith) are provided as an information service, for reference and convenience only. Inkeep does not control any such websites and is not responsible for their (i) availability or accuracy, or (ii) content, advertising, products, or services. It is your responsibility to evaluate the content and usefulness of the information obtained from other websites. You acknowledge and agree that Inkeep is not involved in the creation or development of third-party websites and disclaims any responsibility for third-party websites and cannot be liable for claims arising out of or relating to third-party websites. Further, you acknowledge and agree that Inkeep has no obligation to monitor, review, or remove links to third-party websites, but reserves the right to limit or remove links to third-party websites on the Services at its sole discretion.

The use of any website controlled, owned or operated by third parties is governed by the terms and conditions of use and privacy policies for those websites. You access such third-party websites at your own risk. Inkeep expressly disclaims any liability arising in connection with your use and/or viewing of any websites or other material associated with links that may appear on the Services. You hereby agree to hold Inkeep harmless from any liability that may result from the use of links that may appear on the Services.

10. Third-Party Integrations

As part of the functionality of the Services, you may link your Account with certain third-party software, software-as-a-service, data sources or other products or services not provided by Inkeep (“**Third-Party Integrations**”), by either: (i) providing your Third-Party Integration login information through the Services; or (ii) allowing Inkeep to access your Third-Party Integration account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Integration. You represent that you are entitled to disclose your Third-Party Integration login information to Inkeep and/or grant Inkeep access to your Third-Party Integration account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Integration and without obligating Inkeep to pay any fees or making Inkeep subject to any usage limitations imposed by such third-party service providers. By granting Inkeep access to any Third-Party Integrations, you understand that (1) Inkeep may access, make available and store (if applicable) any content that you have provided to and stored in your Third-Party Integration account (the “**Integration Content**”) so that it is available on and through the Services via your Account, and (2) Inkeep may submit and receive additional information to your Third-Party Integration account to the extent you are notified of this when you link your Account with the Third-Party Integration. You acknowledge and agree that Inkeep does not monitor or control Third-Party Integrations or how a Third-Party Integration uses or processes User Content or personal data after such is exported to a Third-Party Integration. Unless otherwise specified in these Terms of Service, all Integration Content, if any, shall be considered to be User Content. Depending on the Third-Party Integration you choose, and subject to the privacy settings that you have set in your account with such Third-Party Integration, personally identifiable information that exists in your Third-Party Integration account may be available on and through your Account on the Services.

Inkeep does not guarantee that the Services will maintain integrations with any Third-Party Integration, and Inkeep may disable integrations of the Services with any Third-Party Integration at any time with or without notice to you. Please note that if a Third-Party Integration or associated service becomes

unavailable or Inkeep's access to such Third-Party Integration is terminated by the third-party service provider, then Integration Content may no longer be available on and through the Services. You will have the ability to disable the connection between your Account on the Services and your Third-Party Integration account at any time, as set forth below. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY INTEGRATION ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY PROVIDERS. You are solely responsible for complying with any relevant terms and conditions of the Third-Party Integrations and maintaining appropriate accounts in good standing with the providers of the Third-Party Integrations. Inkeep makes no effort to review any Integration Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and Inkeep is not responsible for any Integration Content.

You acknowledge and agree that we provide access to such Third-Party Integrations on an "as-is" and "as-available" basis without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of Third-Party Integrations. Any use by you of Third-Party Integrations offered through the Services is entirely at your own risk and discretion, and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant Third-Party Integration. For clarity, these Terms of Service govern your use of and access to the Services, even if accessed through a Third-Party Integration.

11. Ownership and Intellectual Property Rights

All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, trademarks, logos, typefaces and other content, including Output, that users see or read through the Services, other than any User Content or any Output containing User Content (collectively "**Proprietary Material**"), is owned by Inkeep. You hereby grant Inkeep a non-exclusive license to use User Content or any Output containing User Content in order to provide the Services. Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. Inkeep owns all Proprietary Material, as well as the coordination, selection, arrangement and enhancement of such Proprietary Materials as a Collective Work under the United States Copyright Act, as amended. The Proprietary Material is protected by the domestic and international laws governing copyright, patents, and other proprietary rights. You may not copy, download, use, redesign, reconfigure, or retransmit anything from the Services without Inkeep's express prior written consent and, if applicable, the holder of the rights to the User Content.

Any use of such Proprietary Material, other than as permitted therein, is expressly prohibited without the prior permission of Inkeep and, if applicable, the holder of the rights to the User Content.

The service marks and trademarks of Inkeep, including without limitation Inkeep and Inkeep logos, are service marks owned by Inkeep. Any other trademarks, service marks, logos and/or trade names appearing via the Services are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.

Additionally, you may choose to or we may invite you to submit comments, ideas, or feedback about the Services, including without limitation about how to improve our services or our products ("**Feedback**"). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited, and without restriction and will not place Inkeep under any fiduciary or other obligation, and that we are free to use the Feedback without any additional compensation to you, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your

submission, Inkeep does not waive any rights to use similar or related Feedback previously known to Inkeep, developed by its employees, or obtained from sources other than you. You acknowledge that all email and other correspondence that you submit to us shall become our sole and exclusive property.

Subject to the terms and conditions hereof, you are hereby granted a limited, nonexclusive, nontransferable, freely revocable, license to access and use the Services. We may terminate this license at any time for any reason or no reason. The Services and all materials therein or transferred thereby, including, without limitation, any Output, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, reports generated by the Services, and copyrights, excluding any User Content or any Output containing User Content (the **"Inkeep Content"**), and all Intellectual Property Rights (as defined below) related thereto, are the exclusive property of Inkeep or, as applicable, its licensors. In the event that you use any of Inkeep's web widgets or any user interface hosted or provided by Inkeep (**"Inkeep Interface"**), you agree (1) to display in a manner visible to all users of such Inkeep Interface Inkeep's name and/or logo (**"Inkeep Branding"**) on such Inkeep Interface and (2) to the extent Inkeep Branding is already incorporated into the Inkeep Interface, not to remove or modify in any manner the Inkeep Branding or its placement on the Inkeep Interface ((1) and (2) collectively, the **"Attribution Requirements"**). You are hereby granted a limited, nonexclusive, nontransferable, freely revocable license to reproduce and display Inkeep's name and logo, solely in order to comply with the Attribution Requirements.

Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, publicly distribute, publicly transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Services. Use of the Inkeep Content or materials on the Services for any purpose not expressly permitted by this Agreement is strictly prohibited. For the purposes of this Agreement, **"Intellectual Property Rights"** means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

Your use of the Services and the relating licenses granted hereunder are also conditioned upon your strict adherence to the letter and spirit of the various applicable guidelines and any end user licenses associated with your use of the App. Inkeep may modify such guidelines in its sole discretion at any time. Inkeep reserves the right to terminate your Account and access to the Services if it determines that you have violated any such applicable guidelines.

12. Copyright Complaints and Copyright Agent

Inkeep respects the intellectual property of others and expects users to do the same. If you believe, in good faith, that any materials provided on or in connection with the Services infringe upon your copyright or other intellectual property right, please send the following information to Inkeep's Copyright Agent at Inkeep, Inc., 169 Madison Ave STE 2544, New York, NY 10016; email: copyright@inkeep.com

- A description of the copyrighted work that you claim has been infringed, including the URL (Internet address) or other specific location on the Services where the material you claim is infringed is located. Include enough information to allow Inkeep to locate the material, and explain why you think an infringement has taken place;

- A description of the location where the original or an authorized copy of the copyrighted work exists -- for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;
- Your address, phone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

13. Confidential Information

You acknowledge that Confidential Information (as defined below) is a valuable, special and unique asset of Inkeep and agree that you will not disclose, transfer, use (or seek to induce others to disclose, transfer or use) any Confidential Information for any purpose other than using the Services in accordance with these Terms of Service. If relevant, you may disclose the Confidential Information to your authorized employees and agents provided that they are also bound to maintain the confidentiality of Confidential Information. You shall promptly notify Inkeep in writing of any circumstances that may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall use best efforts to protect Confidential Information from unauthorized disclosure, transfer or use. You shall return all originals and any copies of any and all materials containing Confidential Information to Inkeep upon termination of this Agreement for any reason whatsoever.

The term “**Confidential Information**” shall mean any and all of Inkeep’s trade secrets, confidential and proprietary information, and all other information and data of Inkeep that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. Confidential Information shall be deemed to include technical data, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, strategic and other proprietary and confidential information relating to Inkeep or Inkeep’s business, operations or properties, including information about Inkeep’s staff, users or partners, or other business information disclosed directly or indirectly in writing, orally or by drawings or observation.

14. Disclaimer of Warranties

THE SERVICES IS PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. INKEEP MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE RELIABILITY, TIMELINESS, SECURITY, ACCURACY OR COMPLETENESS OF THE SERVICES, ANY CONTENT PROVIDED BY THE SERVICES OR THE CONTENT OF ANY SITES LINKED TO OR FROM THE SERVICES, AND ASSUMES NO LIABILITY OR RESPONSIBILITY IN CONTRACT, WARRANTY OR IN TORT FOR ANY (I) BUGS, ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR

ACCESS TO AND USE OF THE SERVICES, (III) ANY ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION, BUSINESS INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; AND (IV) EVENTS BEYOND OUR REASONABLE CONTROL.

INKEEP DOES NOT MAKE ANY WARRANTY REGARDING THE RESULTS OBTAINABLE FROM USING AI FUNCTIONS OR THE ACCURACY OR SUITABILITY FOR YOUR NEEDS OF ANY INFORMATION (INCLUDING, BUT NOT LIMITED TO, MATERIALS, CONTENT, DESIGNS, WORKFLOWS/PROCESSES, CODE, OR OTHER DATA) OBTAINED THROUGH AI FUNCTIONS. YOU UNDERSTAND AND AGREE THAT ANY SUCH INFORMATION OBTAINED THROUGH USING AI FUNCTIONS IS AT YOUR SOLE RISK. DO NOT RELY ON FACTUAL ASSERTIONS IN OUTPUT WITHOUT INDEPENDENT FACT-CHECKING. DO NOT RELY ON INFORMATION, CONTENT, MATERIALS, DESIGNS, WORKFLOWS/PROCESSES, OR CODE IN OUTPUT WITHOUT INDEPENDENT REVIEW OF FUNCTIONALITY AND SUITABILITY FOR YOUR NEEDS. NO SUCH INFORMATION, SUGGESTIONS, OR OUTPUT, OBTAINED BY YOU FROM INKEEP OR THROUGH AI FUNCTIONS SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

UNDER NO CIRCUMSTANCES WILL INKEEP AND AFFILIATES OR THEIR CORPORATE PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, ACTUAL, CONSEQUENTIAL, ECONOMIC, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY INKEEP, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES) ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IN THEIR ENTIRETY.

IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT INKEEP AND AFFILIATES OR THEIR CORPORATE PARTNERS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE LOWER OF (I) THE TOTAL FEES PAID BY YOU TO INKEEP DURING THE SIX MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE OR (II) ONE HUNDRED DOLLARS (\$100), TO THE EXTENT PERMITTED BY APPLICABLE LAW.

15. Indemnification

You hereby agree to indemnify, defend, and hold harmless Inkeep and its officers, directors, employees, agents, attorneys, insurers, successors and assigns (the “**Indemnified Parties**”) from and against any and all liabilities incurred in connection with (i) your use or inability to use the Services, (ii) your breach or violation of this Agreement; (iii) your violation of any law, or the rights of any user or third party; and (iv) any content submitted by you or using your Account to the Services, including, but not limited to the extent such content may infringe on the intellectual rights of a third party or otherwise be illegal or unlawful. You also agree to indemnify the Indemnified Parties for any liabilities resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or loan on our infrastructure. Inkeep reserves the right, in its own sole discretion, to assume the exclusive defense and control at its own expense of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the prior written consent of Inkeep.

16. Dispute Resolution – Arbitration & Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND INKEEP CAN BRING CLAIMS AGAINST EACH OTHER. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE YOU AND INKEEP TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS.

You agree that, in the event any dispute or claim arises out of or relating to your use of the Services, you will contact us at disputes@inkeep.com, and you and Inkeep will attempt in good faith to negotiate a written resolution of the matter directly. You agree that if the matter remains unresolved for 30 days after notification (via certified mail or personal delivery), such matter will be deemed a “Dispute” as defined below. Except for the right to seek injunctive or other equitable relief described under the “Binding Arbitration” section below, should you file any arbitration claims, or any administrative or legal actions without first having attempted to resolve the matter by mediation, then you agree that you will not be entitled to recover attorneys' fees, even if you may have been entitled to them otherwise.

Binding Arbitration. You and Inkeep agree that any dispute, claim or controversy arising out of or relating to this Agreement or to your use of the Services (collectively “**Disputes**”) will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. **This means that you and Inkeep both agree to waive the right to a trial by jury.** Notwithstanding the foregoing, you may bring a claim against Inkeep in “small claims” court, instead of by arbitration, but only if the claim is eligible under the rules of the small claims court and is brought in an individual, non-class, and non-representative basis, and only for so long as it remains in the small claims court and in an individual, non-class, and non-representative basis.

Class Action Waiver. You and Inkeep agree that any proceedings to resolve Disputes will be conducted on an individual basis and not in a class, consolidated, or representative action. **This means that you and Inkeep both agree to waive the right to participate as a plaintiff as a class member in any class action proceeding. Further, unless you and Inkeep agree otherwise in writing, the arbitrator in any Dispute may not consolidate more than one person's claims and may not preside over any form of class action proceeding.**

Arbitration Administration and Rules. The arbitration will be administered by the American Arbitration Association (“**AAA**”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “**AAA Rules**”) then in effect, except as modified by this “Dispute Resolution” section. (The AAA Rules are available at <http://www.adr.org> or by calling the AAA at 1-800-778-7879).

Arbitration Process. A party who desires to initiate the arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of New York and will be selected by the parties from the AAA's roster of arbitrators with relevant experience. If the parties are unable to agree upon an arbitrator within seven days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with AAA Rules.

Arbitration Location and Procedure. Unless you and Inkeep agree otherwise, the seat of the arbitration shall be in New York, New York. If your claim does not exceed USD\$10,000, then the arbitration will be conducted solely on the basis of documents you and Inkeep submit to the arbitrator, unless you request

a hearing, and the arbitrator then determines that a hearing is necessary. If your claim exceeds USD\$10,000, your right to a hearing will be determined by AAA Rules. Subject to AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration. Hearings may be conducted by telephone or video conference, if requested and agreed to by the parties.

Arbitrator's Decision and Governing Law. The arbitrator shall apply New York law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized by law. The arbitrator will render an award within the timeframe specified in the AAA Rules. Judgment on the arbitration may be entered in any court having jurisdiction thereof. Any award of damages by an arbitrator must be consistent with the "Disclaimer of Warranties" section above. The arbitrator may award declaratory or injunctive relief in favor of the claimant only to the extent necessary to provide relief warranted by the claimant's individual claim.

Fees. Each party's responsibility to pay the arbitration filing, administrative and arbitrator fees will depend on the circumstances of the arbitration and are set forth in the AAA Rules.

17. Governing Law

Except as provided in Section 16 or expressly provided in writing otherwise, this Agreement and your use of the Services will be governed by, and will be construed under, the laws of the State of New York, without regard to choice of law principles. This choice of law provision is only intended to specify the use of Delaware law to interpret this Agreement.

18. No Agency; No Employment

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.

19. General Provisions

Failure by Inkeep to enforce any provision of this Agreement will not be construed as a waiver of any provision or right. This Agreement constitutes the complete and exclusive agreement between you and Inkeep with respect to its subject matter and supersedes and governs any and all prior agreements or communications. The provisions of this Agreement are intended to be interpreted in a manner that makes them valid, legal, and enforceable. Except for the "Class Action Waiver" in Section 16, in the event any provision is found to be partially or wholly invalid, illegal or unenforceable, (i) such provision shall be modified or restructured to the extent and in the manner necessary to render it valid, legal, and enforceable or, (ii) if such provision cannot be so modified or restructured, it shall be excised from the Agreement without affecting the validity, legality or enforceability of any of the remaining provisions. This Agreement may not be assigned or transferred by you without our prior written approval. We may assign or transfer this Agreement without your consent, including but not limited to assignments: (1) to a parent or subsidiary, (2) to an acquirer of assets, or (3) to any other successor or acquirer. Any assignment in violation of this section shall be null and void. This Agreement will inure to the benefit of Inkeep, its successors and assigns.

20. Changes to this Agreement and the Services

Inkeep reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement, suspend, discontinue, or delete any of the terms and conditions of this Agreement (including these Terms of Service and Privacy Policy) and review, improve, modify or discontinue, temporarily or permanently, the Services or any content or information through the Services at any time, effective with or without prior notice and without any liability to Inkeep. Inkeep will endeavor to notify you of material changes by email but will not be liable for any failure to do so. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must terminate, and immediately stop using, the Services. Your continued use of the Services following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes. Inkeep may also impose limits on certain features or restrict your access to part or all of the Services without notice or liability.

21. No Rights of Third Parties

None of the terms of this Agreement are enforceable by any persons who are not a party to this Agreement.

22. Notices and Consent to Receive Notices Electronically

You consent to receive any agreements, notices, disclosures and other communications (collectively, “**Notices**”) to which this Agreement refers electronically, including without limitation by e-mail or by posting Notices on this Site. You agree that all Notices that we provide to you electronically satisfy any legal requirement that such communications be in writing. Unless otherwise specified in this Agreement, all notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day after it is sent, if sent for next day delivery by a recognized overnight delivery service.

23. Contacting Us

If you have any questions about these Terms of Service or about the Services, please contact us by submitting your question via policies@inkeep.com or by mail to Inkeep, Inc., 169 Madison Ave STE 2544, New York, NY 10016