

TERMS OF SERVICE

Thank you for using Pathmonk! This MASTER TERMS OF SERVICE and LICENSE is entered into by and between Pathmonk GmbH ("Pathmonk", "we" or "our", "Licensor"), located at Orangeriestr. 1a / 40213 Duesseldorf and our Customers ("Licensee", "Client", "Customer", "you" and "your") and its Affiliates to govern access to and use of Pathmonk GmbH's service Pathmonk (websites and services (the "Services")). "Affiliates" means those entities that are wholly-owned by Client, or are controlled by, controlling or under common control with Client.

By using the Services you are agreeing to these Terms. If you are using the Services on behalf of an organization, you are agreeing to these Terms for that organization and representing that you have the authority to bind that organization to these terms. In that case, "Licensee", "Client", "Customer", "you" and "your" will refer to that organization.

You may use the Services only in accordance with these Terms. You may use the Services only if you have the legal power and capacity to form a contract with Pathmonk GmbH. The Services will continue to evolve as we refine features and functionality. We may terminate, suspend, or modify the Services, in general or with respect to you, from time to time without cause or prior notice. We may also delete any content or data from the Services at our discretion.

1. PURPOSE AND SCOPE

Pathmonk GmbH provides services to companies (Business2Business). Every person that logs in to the Pathmonk platform thereby confirms that they act in the interest of a company or business, and agrees to provide relevant legal proof on request (e.g. by presenting a business registration certificate, trade register excerpt or a valid VAT ID).

This Terms set forth the terms and conditions by which Licensor agrees to license its Product to Client licensee and governs all aspects of Product licensed for use by Licensee from Licensor. "Product" means the entirety of Licensor robotic software, Data, Database(s), Services, Software interface, and any other aspect of Licensor's offering. The Service is provided "as is" without warranties of any kind and Pathmonk GmbH liability to you is limited; and disputes arising out of or relating to the Agreement (including, without limitation, its formation, performance or breach) will be resolved by binding arbitration.

The MASTER LICENSE will only be granted with the signature from Licensor and Licensee on a Custom SCHEDULE A "Agreement" ("Order") and valid for its term. The Custom SCHEDULE A "Agreement" ("Order") and any Exhibits that are attached or referenced will be send to Client independently of this Terms.

2. WITNESSETH

Whereas, Licensor is engaged in the business of designing and developing computer-robotic software systems and related products and has created and developed a Bot software application called Pathmonk that performs an automated task of information product delivery and associated services as described in detail in the attached Exhibit "A" (the "Software");

and WHEREAS, Licensee desires to utilize such Software in conjunction with their agreed product (see Custom SCHEDULE A “Agreement” or Order for reference), therefore, in consideration of the premises and the mutual covenants of the Terms, the parties hereto agree as follows:

3. LICENSE

- a. The Service is licensed, not sold, to Licensee for use only under the terms of this Terms. Subject to Licensee’s complete and ongoing compliance with the Terms, Pathmonk GmbH hereby grants you a personal, limited, revocable, non-transferable license to access and use the Service solely for the use of the Subscribing Entity on whose behalf you are authorized to act. Licensor hereby grants to Licensee, for the term of the Agreement, a non-sublicensable, non-exclusive, non-assignable, right and license to use and make publicly available via the Internet and for this purposes transmit the Content of the product agreed up in the Custom SCHEDULE A “Agreement” in electronic form in connection with the Client Website.
- b. This license is expressly limited to the usage for the purposes to transmit the content of the product agreed up in the Custom SCHEDULE A “Agreement”.
- c. No right or license is being conveyed to Licensee to use the Software at any other location or for any other of their products. Licensee is prohibited from making any copies, archival or otherwise, of the Software. Licensee is further prohibited from using the Software in any manner other than as described above. The foregoing license does not permit Licensee to resell, relicense, resyndicate or otherwise distribute the product, in particular not to any third-parties.
- d. Except for the rights expressly granted under this Terms, Pathmonk GmbH retains all right, title, and interest in and to the Pathmonk service.
- e. Where the Licensor is responsible for hosting the software, Licensor shall use commercially reasonable efforts to make the Software available 24 hours/ day, 7 days/ week, except for (i) planned downtime (for which Licensor shall give Client at least 8 hours prior notification), or (ii) any unavailability caused by circumstances beyond Licensor’s reasonable control.
- f. This license will be automatically revoked if you violate these Terms. We reserve all rights not explicitly granted in these Terms. You must not attempt to reverse engineer the Software or encourage or assist anyone else to do so; however, this restriction will not prohibit reverse engineering for interoperability in the European Union to the extent European Union law forbids such a restriction. The Licensor may automatically update the Software when a new version becomes available.

4. COMPENSATION

- a. The remuneration is determined by the current price list at the moment of ordering.
- b. In consideration for the product license granted hereunder and during the Initial Term of the Agreement and for each Extended Term, Licensee agrees to pay to Licensor the Fee recited in SCHEDULE A "Agreement" in accordance with the Fee Payment Schedule recited in the Agreement. Any taxes are the responsibility of the Customer. All Fees paid to Pathmonk GmbH hereunder are nonrefundable, unless provided otherwise in this Agreement.
- c. Client agrees that the Pathmonk GmbH license purchased hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Pathmonk GmbH regarding future functionality or features. Customer shall pay Pathmonk GmbH the fees set forth on the applicable SCHEDULE A ("Fees") in accordance with the terms and conditions set forth in this Agreement and the SCHEDULE A "Agreement". If not otherwise specified on SCHEDULE A "Agreement", Fees will be due within thirty (30) days of date of invoice. Except as otherwise specifically provided, all Fees paid and payable to Pathmonk GmbH hereunder are nonrefundable. If Client fails to pay any amounts due under this Agreement by the due date, Pathmonk GmbH will have the right to charge interest at a rate of 5% above the respective basic-rate until Customer pays all amounts due. Unless otherwise stated, Fees do not include any local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder (excluding Pathmonk GmbH taxes based on net income or property), even if such amounts are not listed in the SCHEDULE A "Agreement".
- d. Licensee shall pay to Licensor within thirty (30) days of the EFFECTIVE DATE of Custom SCHEDULE A "Agreement" (whichever is later) the initial setup fee as set forth in Schedule A "Agreement". The license fee is nonrefundable and shall not be credited against any other fees.
- e. For the Monthly Usage Fees (based on website traffic and supported products) Licensee will be invoiced monthly as outlined in the SCHEDULE A "Agreement". Fees will be due within net (30) days after the date of receipt of the invoice. The number of website visitors will be reviewed monthly and the Monthly Usage Fee will be adapted (increased or decreased based on the number of active end users) as outlined in SCHEDULE A "Agreement". Any such taxes are the responsibility of the Customer. All Fees paid to Pathmonk GmbH hereunder are nonrefundable, unless provided otherwise in this Agreement.

g. Licensee shall pay to Licensor for custom development services rendered within thirty (30) days of the INVOICE DATE as set forth in Schedule A. Licensor will submit an invoice for the service fee.

5. CONFIDENTIALITY

a. Licensee recognizes that the Software is the proprietary and confidential property of Licensor. Accordingly, Licensee shall not, without the prior express written consent of Licensor, during the term of the Agreement and for 99 years thereafter, disclose or reveal to any third party or utilize for its own benefit other than pursuant to this Agreement, any Software provided by Licensor concerning Products, provided that such information was not previously known to Licensee or to the general public. Licensee further agrees to take all reasonable precautions to preserve the confidentiality of Licensor's Software and shall assume responsibility that its employees, sublicensees, and assignees will similarly preserve this information against third parties. The provisions of this clause shall survive termination of the Agreement.

b. Licensee must not attempt to reverse engineer the Software or encourage or assist anyone else to do so; however, this restriction will not prohibit reverse engineering for interoperability in the European Union to the extent European Union law forbids such a restriction.

c. As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including this terms and conditions, the Pathmonk GmbH technology, other technology and technical information, security information, security audit reports, product designs, business and marketing plans, and business processes. Confidential Information shall not include, or shall cease to include, as applicable, information or materials that (a) were generally known to the public on the Effective Date; (b) become generally known to the public after the Effective Date, other than as a result of the act or omission of the Receiving Party; (c) were rightfully known to the Receiving Party prior to its receipt thereof from the Disclosing Party; (d) are or were disclosed by the Disclosing Party generally without restriction on disclosure; (e) the Receiving Party lawfully received from a third party without that third party's breach of agreement or obligation of trust; or (f) are independently developed by the Receiving Party as shown by documents and other competent evidence in the Receiving Party's possession. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance.

6. ACCEPTANCE

In the event that Licensee fails to notify Licensor of any difficulties or problems with the Software within 60 days after setup thereof, Licensee shall be deemed to have accepted the Software. Prior to acceptance of such Software, Licensor shall have the right to repair or replace the Software at its discretion. Upon acceptance of such Software, Licensor shall be under no obligation to repair or replace such Software except as provided for in the Warranty provision in this Agreement.

7. WARRANTIES

a. Licensor further represents and warrants that it has no actual knowledge that the Software infringes any valid rights of any third party. Licensor warrants that the Software will perform in accordance with the specifications provided by Licensor to Licensee, a copy of which will be added in form of the Exhibit A to the SCHEDULE A "Agreement".

b. Pathmonk GmbH warrants that Pathmonk GmbH will employ then-current industry standard measures to test the Pathmonk GmbH Service to detect and remediate viruses, Trojan horses, worms, logic bombs, or other harmful code or programs whose effect is to negatively impact the operation or performance of the Pathmonk GmbH Service (other than programs that prevent Customer's use after the applicable Term or inconsistent with this Terms).

c. Client expressly acknowledges and agrees that the product, including the data, services and any other content, is provided to client strictly on an "as is" basis and that the use of the product, including but not limited to the data, is at client's sole risk. Licensor makes no guarantees, representations, or warranties, expressed or implied, including by not limited to the reliability, timeliness, quality, title, ownership, suitability, truth, availability, accuracy or completeness of the product, including the services and data. Licensors do not represent or warrant that the use of the product will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software system or customer data, all conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by licensor.

c. In the event of a claim by Licensee under this warranty, Licensor shall have the option to either repair or replace the Software. In the event that Licensor fails to repair or replace the Software within a reasonable period, Licensee's sole recourse shall be to terminate the Agreement and Licensor's sole obligation shall be to return any Licensee and Installation Fees paid by Licensee. In no event, shall Licensor be liable for any incidental, consequential, or punitive damages as a result of its performance or breach of the Terms.

d. Unauthorized Access. Usage of the Product is strictly limited to the Client per the terms and conditions of the Terms and the SCHEDULE A "Agreement" and any Invoice. Client shall notify Licensor immediately in writing of any unauthorized use or suspected breach of security including, but not limited to, impersonation of another user or provision of false

identity information to gain access to or use of the Product. Client shall give full cooperation, at Client's expense, to repair and prevent further unauthorized use or disclosure.

8. LIABILITIES

a. Disclaimer of certain damages. In no event shall Pathmonk GmbH be liable for any loss of profits, loss of use, business interruption, loss of data, cost of substitute goods or services, or for any indirect, special, incidental or consequential damages of any kind in connection with or arising out of the use of or inability to use the Pathmonk GmbH Service, or the performance of or failure to perform this Terms, whether alleged as a breach of contract or tortious conduct, including negligence, even if a party has been advised of the possibility of such damages. The limitation of liability under this section 8.a as well as the damages cap under section 8.b shall as well apply for the licensor in case they are liable towards the customer.

b. Damages cap. Subject to section c below, in no event shall Pathmonk GmbH's aggregate, cumulative liability under this agreement exceed one hundred and fifty per cent (150%) of the amounts customer was required to Pathmonk GmbH under this agreement for the Pathmonk GmbH Service giving rise to such liability, in the twelve (12) months immediately prior to the event giving rise to such liability.

c. Pathmonk GmbH shall be liable without limitation in the event of intentional or gross negligence. Pathmonk GmbH shall also be liable without limitation in the event of the breach of a guarantee, or where the defect has been maliciously concealed by Pathmonk GmbH. In the event of a violation of a fundamental contractual obligation resulting from slight negligence, liability shall be limited in amount to such damage which is foreseeable and common for the type of transaction in question, but not more than the cap pursuant to section 8.B

d. The limitation of liability pursuant to this Section 8 shall apply to each Party's employees and subcontractors by way of a contract for the benefit of third parties.

e. In no event shall Pathmonk GmbH be liable for any content used by the Customer within the product. Client understands that currently Pathmonk GmbH do not conduct criminal background checks or screenings on users of the service. Pathmonk GmbH also does not inquire into the backgrounds of all of its members or attempt to verify the statements of its members. Licensor makes no representations or warranties as to the conduct of users of the service. Licensor reserves the right to conduct any criminal background check or other screenings at any time using available public records.

f. User Disputes. Licensor is not responsible for any disputes or disagreements between Licensee and any third party Licensee interacts with using the Service. Client assumes all risks associated with dealing with third parties. Client agrees to resolve any disputes directly with the other party. Clients release Pathmonk GmbH of all claims, demands, and damages in disputes among users of the Service. Client also agree not to involve Pathmonk GmbH in such disputes. Use caution and common sense when using the Service. Pathmonk GmbH makes no representations or warranties as to the conduct of Members. In no event will

Pathmonk GmbH and its affiliates, officers, employees, agents, partners, and licensors (collectively, the “released parties”) be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of, or relating to, the conduct of you or anyone else in connection with the use of the service, including without limitation, bodily injury, emotional distress, loss of business, lost profits, trade secret misappropriation, intellectual property infringement, and/or any other damages resulting from communications or meetings with other users of this service. All members and other users of the service hereby expressly agree not to hold the released parties liable for any instruction, advice or services delivered that originated through the service and the released parties expressly disclaim any liability whatsoever for any damage, suits, claims, and/or controversies that arise or related in any way to the service, the information provided through the service and the services provided by or to any user of the service.

g. Licensee represents and warrants that: (i) Licensee owns Your Content or otherwise have the right to grant the license set forth in the Terms, (ii) the use of Your Content on or through the Service does not violate the trade secret rights, privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person, and (iii) the use of Your Content on the Service does not result in a breach of contract between Client and a third party. Client agrees to pay for all royalties, fees, and any other monies owing any person by reason of Your Content that Licensee posts on or through the Service. Client also acknowledges and agrees that Your Content is non-confidential and non-proprietary.

h. You acknowledge that Pathmonk GmbH has no obligation to monitor any information on the Services and that we are not responsible for the accuracy, completeness, appropriateness, safety or legality of Your Data or any other information or content you may be able to access using the Services.

i. You, and not Pathmonk GmbH, are responsible for maintaining and protecting all of Your Data. Pathmonk will not be liable for any loss or corruption of Your Data, or for any costs or expenses associated with backing up or restoring any of Your Data. If any information related to your account changes, you must notify us promptly and keep your information current.

9. IMPROVEMENTS

Any improvements or modifications made by Licensor to the Software are provided to Licensee upon Licensor decision.

10. TERMINATION

The following termination rights are in addition to the termination rights that may be provided elsewhere in the SCHEDULE A “Agreement”:

a. We reserve the right to suspend or end the Services to you in whole or part at any time, with or without cause, and with or without notice, without incurring liability of any kind. For example, we may suspend or terminate your use if you are not complying with these Terms, or if you use the Services in any way that may cause us legal liability or disrupt others' use of the Services or damage to our business or reputation, or for any other reason. If we suspend

or terminate your use, we will try to let you know in advance and help you retrieve data, though there may be some cases (for example, repeatedly or flagrantly violating these Terms, a court order, or danger to other users) where we may suspend or terminate immediately. You acknowledge that if your access to the Service is suspended or terminated, you may no longer have access to Your Data that is stored with the Service. There are certain legal commitments we can't make. For example, the services and software are provided "as is", at your own risk, without express or implied warranty of any kind, including, without limitation, warranties of merchantability, fitness for a particular purpose and non-infringement. Pathmonk GmbH will not be responsible for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the services or software. Some countries and states do not allow the types of disclaimers in this paragraph, so they may not apply to you.

b. Right to Terminate Upon Notice. Either party may terminate the SCHEDULE A "Agreement" on 60 days' written notice to the other party in the event of a breach of any provision of the Agreement by the other party, provided that, during the 60-day period, the breaching party fails to cure such breach. If at Pathmonk GmbH reasonable determination, Customer is using the Pathmonk GmbH Service in a manner that violates laws, creates an excessive burden or potential adverse impact on Pathmonk GmbH systems, or the account is thirty (30) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Pathmonk GmbH may, without liability to Pathmonk GmbH, immediately suspend Customer's access to the Pathmonk GmbH Service until such breach is cured.

b. Termination for Cause. A party may terminate the Agreement for cause upon failure of the other party to cure a breach within 30 days after receiving written notice of such breach from the other party. A breach relating to one provision of the Agreement will constitute a breach of the entire Agreement. In no event shall termination relieve Client of the obligation to pay any fees due to Licensor for any Invoice(s) for the period(s) prior to the Termination Date. No waiver by any party of any breach of the Agreement or failure of any party to take action to enforce or assert any right or remedy hereunder shall be deemed a waiver of any prior, concurrent or subsequent breach. No waiver shall be effective unless it is made in writing.

c. Cessation of Access upon Termination. Client agrees upon termination, expiration, or default of the Agreement, and upon expiration or non-renewal of any License, to cease and have all Users cease all further access to and use of the Product. If Client continues to use the Product past expiration of the Agreement, then the annual License fee billed in the most recent Invoice will be due in full for the renewal License Period. Upon termination, Client agrees to destroy all printed and/ or electronic copies of the Product; return to Licensor or destroy the original and any copies of any and all documentation provided; and to certify to Licensor that this has been done.

10. PROPRIETARY RIGHTS & INTELLECTUAL PROPERTY

a. All rights not expressly granted to Licensee are reserved by Licensor. Licensee acknowledges and agrees that all title, ownership, proprietary, and intellectual property rights in and to the Product are and shall remain the sole property of Licensor and its third-party

licensors (where applicable). Except for the limited License expressly granted herein, this Terms does not grant Licensee, including its Users, any rights to intellectual property rights in or to the Product, including but not limited to, the Data, Databases, and/ or Additional Services. Licensee further acknowledges that the Product and all copies thereof were compiled, prepared, selected, and arranged by Licensor through the expenditure of substantial time, effort and money and that they constitute valuable property belonging to Licensor.

b. Upon the expiration or termination of the Agreement, all rights granted to Licensee under this Agreement shall forthwith terminate and immediately revert to Licensor and Licensee shall discontinue all use of the Software and the like.

c. Upon expiration or termination of the Agreement, Licensor may require that Licensee transmit to Licensor, at no cost, all material relating to the Software, provided, however, that Licensee shall be permitted to retain a full copy of all material subject to the confidentiality provisions of this agreement.

11. INDEMNITY

a. Indemnification by Licensor and Service Provider. To the extent permitted by applicable law, Licensor shall indemnify Client and hold it and its End Users, parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the software product delivered by the Licensor directly infringes a copyright provided that Client (a) promptly gives written notice of the claim to Licensor ; (b) gives Licensor sole control of the defense and settlement of the claim (provided that Licensor may not settle or defend any claim unless it unconditionally releases Client of all liability); (c) provides to Licensor all available Data and assistance; (d) has not compromised or settled such claim, and (e) Client's use of the Product and the Data has been in accordance with this Terms. Licensor shall have no indemnification obligation, and Client shall indemnify Licensor pursuant to this Terms, for claims arising from any infringement arising from the combination of the Product with any of Client's products, hardware, software, systems content or business process(es).

b. Indemnification by Client. To the extent permitted by applicable law, Client agrees to indemnify and hold Licensor and each such party's parent organizations, subsidiaries, affiliates, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) Client's access and/ or use of the Product or the Data, unless such claims for damages result from the gross negligence of Licensor in providing the Product or the Data, or unless Client's authorized use of the Product or the Data has given rise to the claims of damages based on the infringement of any copyright or other proprietary right of any third party (except if such infringement relates to data supplied by Client); (ii) a claim, which if true, would constitute a violation by Client of Client's representations and warranties; or (iii) a claim arising from the breach by Client or Client's Users of this Agreement, provided in any such case that Licensor (iv) notifies Client promptly in writing of the assertion of such claim; (v) gives Client sole control over the defense and settlement of

the claim (provided that Client may not settle or defend any claim unless Client unconditionally releases Licensor of all liability and such settlement does not affect Licensor's business or Product); (vi) provides Client with all available Data and assistance; and (vii) has not compromised or settled such claim or (viii) a claim of libel or slander.

12. CLIENT MENTION

Notwithstanding any other term to the contrary, Pathmonk GmbH may publicly disclose that Customer is a customer of the Pathmonk GmbH Service and may use Customer's name and logo to identify Customer as an Pathmonk GmbH customer, including on Pathmonk GmbH's public website. Any use shall be subject to Pathmonk GmbH complying with any written guidelines that Customer may deliver to Pathmonk GmbH regarding the use of its name and logo.

13. NOTICES

a. Any notice required to be given pursuant to the Terms shall be in writing and mailed by certified or registered mail, return receipt requested, or delivered by a national overnight express service. All notices hereunder shall be in writing via certified mail, return receipt requested, and shall be deemed to have been duly given upon (i) personal delivery, (ii) five (5) days after sending, if sent by domestic mail; (iii) seven (7) days after sending, if sent by international mail, (iv) two (2) days after deposit with a recognized courier with next-day delivery instructions, or (v) sending an email to Customer's account.

b. Either party may change the address to which notice or payment is to be sent by written notice to the other party pursuant to the provisions of this paragraph.

14. JURISDICTION AND DISPUTES

The Terms and the Agreement shall be governed by the laws of the Republic of Ireland. All disputes hereunder shall be resolved in the applicable state or federal courts of the Republic of Ireland. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

Client acknowledges and understand that with respect to any dispute with the Released Parties arising out of or relating to Client's use of the Service, Terms or the Agreement:

- i. YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY;
- ii. YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE; AND
- iii. YOU MUST FILE ANY CLAIM WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE OR IT IS FOREVER BARRED.

15. AGREEMENT BINDING ON SUCCESSORS

The Terms and the Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

16. WAIVER

No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Terms.

17. SEVERABILITY

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement. The terms and Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the Republic of Ireland, without giving effect to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. With respect to all disputes arising out of or related to this Terms, the parties consent to exclusive jurisdiction and venue on Pathmonk GmbH's seat in Dublin, Ireland. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable.

18. ASSIGNABILITY

The license granted hereunder is personal to Licensee and may not be assigned by any act of Licensee or by operation of law unless in connection with a transfer of substantially all the assets of Licensee or with the consent of Licensor. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by Customer or Pathmonk GmbH without the other party's prior written consent which shall not be unreasonably withheld or delayed, and any such attempted assignment or transfer shall be void and without effect. Notwithstanding the foregoing, either party may freely assign this Agreement in its entirety, upon notice and without the consent of the other party, to an Affiliate, or its successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

19. INDEPENDENT CONTRACTORS

The parties shall be independent contractors under the Terms and the Agreement, and nothing herein shall constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose.

20. INTEGRATION

The Terms and SCHEDULE A "Agreement" constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to the Agreement. The Agreement shall take precedence over any other documents that may be in conflict therewith. In witness whereof, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

21. WRITING

No modification, amendment or waiver of any provision of the Terms and Agreement will be effective unless in writing and signed by both parties hereto. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (other than with regard to capacity licensed, Term, Service, bill to, ship to, pricing) shall be incorporated into or form any part of this Terms, and all such terms or conditions shall be null and void.

22. COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at Clients request, Client sends certain specific submissions (for example contest entries) or without a request from Pathmonk GmbH the Client sends creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), Client agrees that Pathmonk GmbH may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that Client forwards. Pathmonk GmbH is and shall be under no obligation (i) to maintain any comments in confidence; (ii) to pay compensation for any comments; or (iii) to respond to any comments.

Pathmonk GmbH may, but have no obligation to, monitor, edit or remove content that is determined in Pathmonk GmbH's sole discretion as unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or this Terms.

CLIENT agrees that comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. Client further agrees that comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website.

23. ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information in the Service that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, services and availability. Licensor reserves the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after Client has submitted the order).

Licensor undertakes no obligation to update, amend, or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

24. PERSONAL INFORMATION

Licensee's submission of personal information is governed by Licensor's [Privacy Policy](#). For clarity, and without limitation, the collection of End User Data is not governed by that [Privacy Policy](#).

25. USER PRODUCTS

Pathmonk GmbH Service also includes certain features which enable Client to sell goods, content, media and services through in-bot payments.

Client is solely responsible for its User Products and payments related activities, and any promotions and related Content contained or referred to in your product, and compliance with any laws applicable thereto. Licensor is merely providing the platform for Client to manage your online payment activities. Licensor is not involved in Client's relationship and/or any transaction with any actual or potential buyer of Client's User Products. When someone purchases Client's User Products, such transaction's payments will be processed through third party payment service, in accordance with such Service Provider's terms of service and other applicable policies. Licensor is neither a party to nor is responsible in any way for Client relationship with payment Service Providers, or for the actions of any of these payment Service Providers. By using any of Licensor Payments features, Client acknowledges, warrant and agree that: Client shall be solely and fully responsible for all Taxes and fees of any nature associated with Client's payments activities, including any Taxes related to the purchase or sale of the User Products, and to collect, report and remit the correct amounts to the appropriate authorities and/or inform End Users of such and provide them with a duly issued invoice as required by law;

Client shall be responsible for and bear all costs of procuring and delivering Client's User Products, and for providing them in a safe and professional manner, consistent with industry standards; Client's are solely responsible for any and all statements and promises Client makes and for all assistance, warranty and support regarding the User Products, and shall provide true contact information for any questions, complaints or claims; and

Client may not offer or sell any User Products, or provide any information, Content or material regarding User Products, which may be deemed hazardous, counterfeit, stolen, fraudulent, offensive or abusive; which are prohibited for sale, distribution or use; or which otherwise fail to comply with any applicable laws, including with respect to consumer rights, intellectual property or privacy rights, product safety, trade regulations and sanctions, support, maintenance and export; Since Client operates on Facebook Messenger and Stripe, Clients products must also comply with Facebook

(<https://www.facebook.com/policies/commerce>) and Stripe

(<https://stripe.com/us/prohibited-businesses>) regulations. Client is solely responsible for verifying the identity of users and of the eligibility of a presented payment card used to purchase its products and services, and Licensor does not guarantee or assume any liability for transactions authorized and completed which may later be reversed or charged back.

Client is solely responsible for all reversed or charged back transactions, regardless of the reason for, or timing of, the reversal or chargeback.

Client and Client solely, is responsible for providing service to its customers for any and all issues related to its products and services, including but not limited to issues arising from the processing of customers' cards through the Service.

Clients is fully responsible for the security of data on its website or otherwise in Client possession. Client agrees to comply with all applicable state and federal laws and rules in connection with Client's collection, security and dissemination of any personal, financial, Card, or transaction information (defined as "Data") on your website.

26. PROHIBITED USES

You will not, and will not attempt to, use the Services to violate any laws or any rights of Pathmonk GmbH or any other person or otherwise misuse or inappropriately use the Services, and will use the Services only in a manner consistent with the Pathmonk GmbH Acceptable Use Policy. The Acceptable Use Policy may change from time to time in our discretion.

27. ACCOUNT SECURITY

You are responsible for keeping the password that you use to access the Services secure and you agree not to provide your password to any third party. You are responsible for all activity using your account, whether or not authorized by you. Accordingly, you should notify Pathmonk immediately of any unauthorized use of your account. You acknowledge that if you wish to protect Your Data when you are transmitting it to Pathmonk, it is your responsibility to use a secure encrypted connection to do so.

28. MODIFICATIONS

We may revise these Terms from time to time and the most current version will always be posted on our website. We will notify you of any change (for example via email to the email address associated with your account or by a notification when you sign in or by some other method). By continuing to access or use the Services after revisions become effective, you are agreeing to be bound by the revised Terms. If you do not agree to the new terms, simply don't use the Service after the change is effective, in which case the change will not apply to you.

29. MISCELLANEOUS

a. Any failure to enforce any provision of this Terms shall not constitute a waiver thereof or of any other provision. The Terms and the Agreement may be executed in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. A facsimile, PDF or any other type of copy of an executed version of this Agreement signed by a party is binding upon the signing party to the same extent as the original of the signed Agreement.

b. Assignment. Licensee may not assign this Terms and Agreement or any of the rights or licenses granted hereunder, directly or indirectly, including by sale, merger, change of control, operation of law or otherwise, without the prior written consent of Pathmonk GmbH. Pathmonk GmbH may assign the Terms, including all its rights hereunder, without restriction.

c. Survival. The provisions of the Terms that are intended to survive the termination of the Agreement by their nature will survive the termination of the Agreement.

c. Consent to Electronic Communications. By using the Service, Licensee consents to receiving certain electronic communications from Pathmonk GmbH as further described in Pathmonk GmbH Privacy Policy. Please read the Privacy Policy to learn more about choices regarding electronic communications practices. Licensee agrees that any notices, agreements, disclosures, or other communications that we send to Clients electronically will satisfy any legal communication requirements, including that such communications be in writing.

d. The Terms, together with the SCHEDULE A “Agreement”, Privacy Policy, Terms of Use Policy and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between Client and Pathmonk GmbH regarding Licensee use of and access to the Service, and, except as expressly permitted above, may be amended only by a written agreement signed by authorized representatives of all parties to the Agreement. The failure to require performance of any provision will not affect Pathmonk GmbH right to require performance at any time thereafter, nor will a waiver of any breach or default of the Agreement or any provision of the Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in the Terms and the Agreement is for convenience only and will not have any impact on the interpretation of particular provisions. In the event that any part of the Agreement is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect. Licensee agrees that no joint venture, partnership, employment, or agency relationship exists between Licensee and Pathmonk GmbH as a result of the Agreement or use of the Service.

30. CONTACT INFORMATION

Questions about this Terms of Service should be sent to hello@pathmonk.com