TERMS OF SERVICE

My Tech Touch Software Platform

Version 4.1 | Effective Date: October 2, 2026

1. Agreement to Terms

This Terms of Service agreement (this "Agreement") is a binding contract between WT Scott Consulting, LLC, an Arizona limited liability company doing business as My Tech Touch ("Company," "we," "us," or "our"), and the business entity or individual sole proprietor that creates an account or uses the Service ("Customer," "you," or "your").

Business-to-Business Use Only. The Service is offered and licensed strictly for business-to-business use. Customer represents, warrants, and agrees that it is acquiring and using the Service solely for commercial, professional, or business purposes and not as a consumer, household user, or for personal use. An individual may accept this Agreement only if that individual is a sole proprietor or otherwise acting on behalf of a business; in each case, that individual is contracting for business purposes. Customer is not a consumer for purposes of this Agreement.

The Company operates the My Tech Touch hosted software platform, websites, web and mobile applications, APIs, dashboards, integrations, related documentation, and any associated downloadable or mobile components (collectively, the "Service"), available at https://www.mytechtouch.com and related properties.

Clickwrap / Electronic Acceptance. To create an account or access the Service, you must review this Agreement in full and affirmatively check the box confirming that you have read, understood, and agree to be bound by this Agreement, followed by an affirmative action such as clicking "Create Account," "I Agree," or a substantially equivalent button (the "Acceptance Action"). No account may be created and no Service access will be enabled until this checkbox is checked and the Acceptance Action is completed.

By completing the Acceptance Action, or by otherwise accessing or using the Service after being presented with this Agreement, you acknowledge that you have read and understood this Agreement and agree to be bound by it. If you are accepting on behalf of an entity, you represent that you have the legal authority to bind that entity, and the terms "you" and "Customer" refer to that entity.

Acceptance Record. At the moment of acceptance, Company may automatically capture and store an electronic acceptance record that includes, at minimum: (a) the version number of this Agreement accepted; (b) the date and time of acceptance; (c) the Internet Protocol (IP) address of the device used to accept; (d) a unique session or acceptance identifier; and (e) the identity of the account or user account created.

Audit Log Retention. Company will retain acceptance records and relevant audit logs for two (2) years after the end of the Customer account term, or longer only to the extent required by applicable law, a litigation hold, or Company's records-retention policy. Company may maintain these records as ordinary-course business records and may offer them as evidence of Customer's assent, the accepted Agreement Version, acceptance time, account identity, and IP address. Customer agrees not to challenge the validity or enforceability of this Agreement solely because acceptance occurred electronically or because records are maintained electronically, subject to applicable law and applicable rules of evidence or arbitration procedure.

Version Control. This Agreement is versioned. The current version number and effective date appear at the top of this document and in the acceptance record. Company will maintain an archive of prior versions and will make the version accepted by a Customer available to that Customer on reasonable request.

2. Company and Product Details

Company legal name	WT Scott Consulting, LLC
Trade name / DBA	My Tech Touch
Entity type and formation state	LLC, Arizona
Principal place of business	3101 N. CENTRAL AVE, STE 183 #5871, PHOENIX, AZ

	85012
Legal notice address	11097 Quinn Dr, Goodyear, AZ 85338
Legal contact email	warren@mytechtouch.com
Support email / URL	warren@mytechtouch.com
Accessibility contact	warren@mytechtouch.com
Product name	My Tech Touch
Website URL	https://www.mytechtouch.com
Privacy Policy	https://mytechtouch.com/privacy
Effective date	October 2, 2026

3. Scope of Service

This Agreement governs Customer's access to and use of the Service. The Service provides salon, spa, barbershop, tattoo studio, and similar personal-care and service-business management capabilities, which may include scheduling, booking, client management, point-of-sale, payment facilitation, marketing and messaging, analytics, APIs, integrations, and AI-assisted features.

If Company offers professional services, onboarding, implementation, support packages, payment integrations, messaging tools, or optional add-ons, those items are governed by this Agreement unless separate written terms expressly apply.

No Service Level Agreement. No service-level agreement, uptime commitment, service credit, response-time commitment, or disaster-recovery commitment applies unless it is expressly stated in an Order Form signed by Company and Customer.

Backups and Disaster Recovery. Company may maintain commercially reasonable backup and disaster-recovery practices for the Service, but does not guarantee that Customer Data can be restored without loss, within a particular time, or at all. Customer remains responsible for maintaining any independent copies and records it needs for its business, legal, regulatory, accounting, or continuity purposes.

4. Definitions

- Authorized User means an employee, contractor, representative, or agent that Customer permits to use the Service under Customer's account.
- Customer Data means all data, records, content, files, messages, payment-related instructions, uploaded materials, user settings, client and end-customer information, and other materials submitted to or through the Service by or for Customer.
- Documentation means Company-provided user guides, help materials, technical documents, onboarding materials, policies, and instructions.
- Order Form means any online checkout, quote, proposal, invoice, registration page, pricing-page acceptance, statement of work, or other ordering record referencing this Agreement.
- Subscription Term means the period during which Customer is authorized to use the Service under an active free trial, paid plan, renewal term, or enterprise order.
- Confidential Information means any non-public business, technical, financial, product, customer, security, software, trade-secret, or proprietary information disclosed by either party that reasonably should be understood as confidential.
- AI Output means any content, text, suggestions, summaries, responses, images, code, or other material generated by the Service's AI features.
- Input means prompts, instructions, files, content, Customer Data, and other information submitted to an AI feature.
- Written Notice means notice sent by email to the designated legal contact, certified mail, or recognized overnight courier, deemed received upon confirmed delivery.

- Chargeback means a reversal of a payment initiated by a cardholder or its issuing bank, including a chargeback, retrieval request, ACH return, or similar payment dispute.

5. License Grant

Subject to this Agreement and payment of all applicable fees, Company grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right during the Subscription Term to access and use the Service solely for Customer's internal business operations by its Authorized Users.

If Company provides any local software component, mobile app, browser extension, embedded widget, integration connector, kiosk module, or downloadable utility, Company grants only a limited object-code license to use that component solely in connection with the Service and subject to this Agreement.

6. Account Responsibility

Customer is responsible for all activity under its accounts, all actions taken by Authorized Users, and the confidentiality of usernames, passwords, API keys, authentication tokens, and access credentials. Customer must provide accurate registration information, promptly update it, and prevent unauthorized account sharing except where the applicable plan expressly permits multi-user access. Customer must notify Company promptly of suspected unauthorized access or security incidents affecting Customer's account.

7. Acceptable Use Restrictions

Customer and its Authorized Users shall not, and shall not permit any third party to:

- copy, modify, translate, adapt, or create derivative works of the Service except as expressly allowed by this Agreement or non-waivable law;
- reverse engineer, decompile, disassemble, decode, or attempt to derive source code, trade secrets, workflows, data models, or underlying ideas from the Service except to the limited extent non-waivable law expressly permits;
- resell, sublicense, rent, lease, time-share, outsource, bureau, white-label, or otherwise provide access to the Service to third parties except as expressly authorized in a written reseller or partner agreement;
- use the Service to develop, train, benchmark, validate, or improve a competing product or service, or publish performance testing or benchmark results without Company's prior written consent;
- interfere with, disable, overburden, probe, scan, circumvent, or compromise the Service or any related systems, security controls, usage limits, or access restrictions;
- upload or transmit malicious code, unlawful content, infringing content, deceptive content, spam, or materials that violate privacy, publicity, intellectual-property, employment, or consumer-protection laws;
- use the Service in any way that violates applicable law, third-party rights, the Documentation, export-control laws, or economic sanctions laws; or
- export, re-export, transfer, or make the Service available in violation of applicable export-control or sanctions laws, including by or for any person or entity subject to applicable sanctions or located in a comprehensively sanctioned jurisdiction.

Messaging Compliance. Customer is solely responsible for maintaining legally sufficient records of consent, opt-in, opt-out, sender identification, disclosures, and other permissions required for its use of email, SMS, MMS, voice, or other messaging functions. Customer must honor opt-out requests promptly and comply with applicable communications, marketing, privacy, and consumer-protection laws, including TCPA, CAN-SPAM, CTIA requirements where applicable, and carrier or provider rules.

Copyright and Trademark Complaints. Company may investigate and respond to notices alleging copyright, trademark, or other intellectual-property infringement. Notices should be sent to warren@mytechtouch.com and should identify the protected work or mark, the allegedly infringing material and its location, the complainant's contact information, the legal basis for the complaint, and a statement made in good faith and under penalty of

perjury where applicable. Company may remove or disable access to allegedly infringing material and may terminate repeat infringers where appropriate.

Enforcement. Breach of this Section may cause irreparable harm and entitle Company to immediate suspension of access and to seek injunctive relief without posting a bond, in addition to all other remedies available at law or in equity.

8. Data Ownership

Customer Data — Customer Ownership. As between the parties, Customer retains all right, title, and interest in and to the Customer Data. Company obtains no ownership interest in Customer Data by virtue of this Agreement.

Service and Software — Company Ownership. As between the parties, Company and its licensors retain all right, title, and interest in and to the Service, software, interfaces, workflows, Documentation, content, branding, designs, configurations, know-how, derivative works, and all related intellectual-property rights (collectively, the "Company Materials"). Except for the limited rights expressly granted in this Agreement, no licenses or rights are granted by implication, estoppel, exhaustion, or otherwise. Customer shall not remove proprietary notices, branding, or copyright statements from the Service or Documentation.

Improvements — Company Ownership. All enhancements, modifications, improvements, updates, new features, and derivative works of or to the Service or any Company Materials, including any conceived, developed, or suggested in connection with Customer's use of the Service or any feedback Customer provides, are and will remain the sole and exclusive property of Company. The license granted to Customer under Section 5 will extend to improvements included in the Service during the Subscription Term.

Aggregated and Anonymized Analytics — Company Ownership. Company may collect, use, and analyze aggregated, de-identified, or anonymized data derived from Customer's use of the Service for legitimate business purposes, including to operate, secure, improve, and develop the Service, prevent fraud and abuse, and generate analytics, benchmarks, and reports. Such data will not identify Customer, its clients, or Authorized Users. All such aggregated, de-identified, and anonymized data and any derivatives of it belong exclusively to Company, and Company may use and disclose them without restriction, subject to applicable law.

Processing License. Customer grants Company a limited, worldwide, non-exclusive right to host, copy, process, transmit, store, display, format, back up, and otherwise use Customer Data as necessary to provide, maintain, secure, support, improve, and enforce the Service and this Agreement. Customer represents and warrants that it has all rights, permissions, notices, consents, and legal bases necessary for Company to process Customer Data in connection with the Service, and is solely responsible for the accuracy, legality, quality, integrity, and means of collection of Customer Data, including all notices and consents required for contact databases, uploads, messages, payment instructions, or end-customer information.

9. Privacy and Security

Privacy Policy. Company's Privacy Policy, located at https://mytechtouch.com/privacy (the "Privacy Policy"), describes Company's handling of personal information and is incorporated into this Agreement by reference. If a Data Processing Addendum ("DPA") is executed by the parties or expressly incorporated into an Order Form, the DPA also applies to the processing it covers.

Categories and Roles. The Service may process Customer Data such as client and Authorized User profiles, names, contact information, appointment and booking records, transaction and payment-related records, marketing and messaging preferences, communications, service notes, tattoo-service information, and other information entered by Customer. Depending on the applicable law and processing, Customer is the business, controller, or equivalent responsible party for Customer Data, and Company acts as Customer's service provider, processor, or equivalent provider when processing Customer Data on Customer's documented instructions and as necessary to provide the Service.

Customer Responsibilities. Customer is responsible for providing legally required notices, obtaining consents and other lawful bases, honoring privacy rights, ensuring the accuracy and appropriateness of Customer Data, and configuring the Service in a lawful manner. Customer must not enter unnecessary medical information, government

identifiers, payment-card data in ordinary text fields, or highly sensitive personal information unless Company has expressly made a suitable feature available and Customer has a lawful basis to do so.

Sensitive Information. The Service is not designed to be a medical-record system or a HIPAA-compliant service unless Company expressly agrees otherwise in a signed writing. Customer must limit health-related or sensitive information, including allergies and service contraindications, to the minimum necessary for its business purpose and applicable law.

Service Providers and Subprocessors. Company may use affiliates, hosting providers, communications vendors, payment processors, AI providers, support vendors, and other service providers or subprocessors to provide, secure, support, and improve the Service. Company will remain responsible for its contractual obligations under this Agreement notwithstanding its use of subcontractors, except to the extent a matter results from Customer's use of a third-party service governed by that provider's own terms.

Security Measures and Incidents. Company will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Customer Data against unauthorized access, use, alteration, and disclosure. No online service can be guaranteed completely secure, uninterrupted, or error-free. If Company determines that a security incident involving Customer Data requires notification under applicable law, Company will notify Customer without undue delay after confirming the incident and will provide information reasonably available to assist Customer with its legal obligations.

Retention, Deletion, Access, and Export. Company retains Customer Data for the Subscription Term and thereafter as described in Section 15, subject to legal obligations, backup cycles, dispute preservation, and the Privacy Policy. Customer may access and export Customer Data through available Service features, including the JSON export described in Section 15. Company may delete or de-identify Customer Data after the applicable retrieval period, subject to applicable law and retained backups.

International Transfers. Customer authorizes Company and its service providers to process Customer Data in the United States and other countries in which Company or its providers operate, subject to applicable law and appropriate transfer mechanisms where required.

Privacy Requests. Customer is responsible for responding to privacy requests from its clients and end customers. Company will provide reasonable assistance, consistent with the Service and applicable law, when Customer cannot independently fulfill a valid request. Individuals with questions or requests concerning Company's direct handling of personal information should follow the procedures in the Privacy Policy.

10. Payments, Billing, Chargebacks, and Fraud

Fees and Order Terms. Customer shall pay all fees, charges, usage fees, implementation fees, renewal fees, and other amounts stated in the applicable Order Form. An Order Form controls the plan, price, billing cadence, Subscription Term, and other commercial terms for that order. If no Order Form states otherwise, the plan and price displayed on Company's then-current online pricing page when Customer places its order will apply. If there is a conflict, the order of precedence in Section 22 governs.

Billing Cadence and Renewal. Unless the applicable Order Form states otherwise, subscriptions are billed monthly or annually, as selected during checkout or stated in the Order Form. Monthly subscriptions renew monthly; annual subscriptions renew annually. Each subscription renews automatically for successive terms equal to the immediately preceding Subscription Term unless Customer properly cancels under this Section or either party gives notice of non-renewal at least sixty (60) days before the end of an annual Subscription Term. For a monthly subscription, the cancellation procedure below replaces any 60-day non-renewal notice requirement.

Cancellation Procedure and Effect. Customer may cancel in writing by sending a request to terminate service to warren@mytechtouch.com at least thirty (30) days before the requested termination date. Upon the effective termination date, Customer's access to the Service ends immediately and the subscription will not renew. Customer remains responsible for fees accrued through the termination date and for all non-cancelable commitments stated in an applicable Order Form.

Refunds and Prepaid Fees. Fees for Service already provided are non-refundable. For monthly billing, Customer will not be charged for Service after the effective termination date, but Customer will not receive a refund for amounts

attributable to Service provided before that date. For annual billing or other prepaid annual payments, Company will not refund fees for Service already provided; if Company terminates the Service or this Agreement other than for Customer's breach, nonpayment, fraud, unlawful activity, or security threat, Company will refund prepaid fees allocable to the unused future portion of the applicable Subscription Term. Any different refund commitment must be expressly stated in an Order Form or required by applicable law.

Price Changes and Renewal Reminders. Company may change pricing or fees upon notice. Unless an Order Form states otherwise, a price increase will take effect on or after Customer's next billing date for the Service, subject to applicable law. Company may, but is not required to, send renewal reminders except where required by applicable law or expressly stated in an Order Form.

Payment Authorization. Customer authorizes Company and its payment processors to charge Customer's designated payment method for fees, taxes, renewals, usage charges, and other amounts Customer owes under this Agreement or an Order Form. Customer must maintain a current, valid payment method and promptly update payment information. Any debit, recharge, collection, or processing by Company will occur only as permitted by this Agreement, Customer's payment authorization, and applicable law, processor rules, and card-network or ACH rules.

Payment Processing. Where the Service facilitates payments through Stripe or another third-party payment processor, the processor—not Company—provides the regulated payment-processing service. Customer must accept and comply with the processor's applicable connected-account, merchant, and other terms before using payment-processing functions. Company does not receive, hold, or control Customer funds. Payout timing, reserves, holds, eligibility, underwriting, reversals, and related payment-processing decisions are controlled by the applicable processor. Customer must not enter payment-card information into ordinary text fields; card information must be entered only through Company-designated, processor-supported payment interfaces. Customer is responsible for its PCI DSS obligations to the extent applicable to its business and use of payment features; Company's use of processor-supported interfaces does not transfer Customer's independent legal or PCI obligations.

Payment Processor Fees. Customer is solely responsible for all processor fees, merchant discount rates, interchange fees, chargeback fees, retrieval-request fees, ACH-return fees, currency-conversion fees, and similar charges assessed by the processor. Company may pass through or invoice Customer for processor fees, penalties, or adjustments attributable to Customer's account, and Customer will reimburse Company within thirty (30) days of invoice.

Chargebacks and Good-Faith Billing Disputes. Customer agrees, when reasonably practicable, to contact Company's billing team at warren@mytechtouch.com to resolve a billing concern before initiating a Chargeback. Nothing in this Agreement limits any non-waivable right Customer may have to dispute unauthorized or erroneous charges. A good-faith billing dispute is not, by itself, an invalid chargeback or fraud. If Customer initiates a Chargeback in respect of a charge Company reasonably believes is valid, Company may dispute it and submit relevant evidence; suspension or other remedies will be governed by Section 15 and applicable law.

Fraud Investigation. Company may investigate account, payment-method, transaction, or chargeback activity that Company reasonably suspects is fraudulent, unauthorized, or abusive. During a good-faith investigation, Company may delay, hold, reverse, or refuse transactions; suspend or terminate the account or specific features where permitted by Section 15; require additional verification or documentation; and cooperate with payment processors, issuing banks, and law enforcement. Customer will cooperate in good faith. If Company determines that fraud or unauthorized use occurred, Customer is responsible for resulting losses, fees, and chargebacks to the extent permitted by law.

11. Product Changes, Support, APIs, and Integrations

Company may provide onboarding, maintenance, updates, patches, upgrades, feature changes, integrations, support, and technical assistance under its then-current support practices or any purchased support package. Company may modify, enhance, replace, or discontinue features from time to time. Unless otherwise committed in writing, Company does not guarantee that any feature, integration, third-party connector, interface, API, or roadmap item will remain available for any specific period.

API and Integration Limits. Company may impose or modify reasonable API, integration, data-transfer, rate, storage, authentication, and usage limits to protect the Service, security, performance, or other users. Customer is responsible for maintaining its third-party accounts, permissions, credentials, and configurations. Company is not responsible for a third-party integration's availability, data accuracy, functionality, changes, or discontinuation.

12. Third-Party Services and Integrations

The Service may interoperate with third-party products and services, including payment processors, communication providers, identity providers, hosting platforms, marketplaces, embedded analytics, maps, AI tools, email, SMS, telephony, calendars, social media, or hardware. Company is not responsible for third-party products or services, including their availability, performance, security, legal compliance, pricing, outages, or changes. Customer's use of third-party services is governed by the applicable third-party terms and privacy policies, and Customer authorizes Company to exchange Customer Data with those services as needed to provide requested functionality.

13. AI Features and Output

The Service includes or may include AI-powered features, such as content generation, summarization, recommendations, messaging assistance, and analytics, that produce AI Output. The following terms apply to all AI Output and AI features:

- AI Output Disclaimer. AI Output is generated by probabilistic models and may be incomplete, inaccurate, outdated, biased, or otherwise unsuitable. AI Output is provided for informational and productivity purposes only and is not a statement of fact, professional advice, or a guarantee of any outcome.
- Customer Responsibility to Review. Customer is solely responsible for reviewing, verifying, and approving all AI Output before using, relying on, publishing, transmitting, or acting on it. Customer must ensure that AI Output is appropriate for Customer's intended use and complies with all applicable laws and third-party rights.
- No Warranty of Accuracy or Completeness. To the maximum extent permitted by law, Company disclaims all warranties, express or implied, regarding AI Output, including any warranty of accuracy, completeness, reliability, timeliness, non-infringement, or fitness for a particular purpose.
- No Regulated Decisions Without Human Review. Customer shall not use AI Output as the sole basis for any decision that has a legal, financial, health, safety, employment, or other significant effect on a person without meaningful human review by a qualified individual. AI Output must not be used to make automated decisions that are prohibited by applicable law.
- Input and Output Responsibility. Customer is responsible for the prompts, instructions, and data it submits to AI features and for the consequences of using resulting AI Output. Customer must not submit Confidential Information or personal data to AI features in a manner that exceeds the rights Customer has granted in this Agreement or applicable law.

No Internal Model Training. The Company does not train, fine-tune, or otherwise improve any proprietary or internal artificial intelligence or machine learning models using Customer Data, personal information, or Confidential Information. The Company does not maintain its own foundation models; the AI features provided through the Service rely on third-party model providers as described below.

Retention of Prompts and Outputs. Prompts and other Input submitted to AI features are processed transiently to generate AI Output and are not retained by the Company beyond the period necessary to provide the applicable AI feature and as may be required by law. AI Output that Customer or its Authorized Users choose to save, use, or send, for example marketing content or messages composed with AI assistance, is stored as Customer Data and treated in accordance with this Agreement and the Privacy Policy.

AI Vendor Data Sharing. AI features are powered by third-party large language model providers. When an AI feature is used, the applicable Input and, where relevant, associated context, which may include Customer Data, is transmitted to such providers solely to generate the requested AI Output. Such providers are engaged as processors acting on the Company's behalf and are contractually required to process that content only to provide the applicable AI feature.

Vendor Training Restrictions. The Company shall not use, and shall not knowingly permit its AI providers to use, Customer Data, personal information, or Confidential Information to train third-party foundation models, except as disclosed in the Privacy Policy or as expressly authorized by Customer in writing. The Company will review its providers' terms before engaging them and, if it becomes aware that a provider's terms would permit training on such content, will either discontinue use of that provider or clearly disclose the practice in the Privacy Policy before continuing.

Opt-Out Controls. AI features are optional. Customer may disable AI features at any time through the settings controls available in the Service, including toggles for AI-assisted marketing automation and the AI dashboard assistant, after which Customer Data will not be submitted to third-party model providers through those features. Customer may also direct questions or requests regarding AI processing of its data to warren@mytechtouch.com.

De-Identification Standards. To the extent the Company uses data to improve the Service or its features, such use is limited to aggregated, de-identified, or anonymized data that does not identify Customer, its clients, or Authorized Users, consistent with Section 8. Before any such use, the Company applies reasonable de-identification standards designed to prevent re-identification, and does not use personal information or Confidential Information for product or model improvement.

14. Confidentiality

Each party receiving Confidential Information from the other party shall use it only as necessary to perform under this Agreement and shall protect it with reasonable care, but no less than the care used for its own similar confidential information. Confidential Information does not include information that becomes public without breach, was already lawfully known, is independently developed without use of the disclosing party's information, or is lawfully received from a third party without a duty of confidentiality. A receiving party may disclose Confidential Information where required by law, subpoena, court order, or governmental request, provided it gives prior notice where legally permitted and reasonably cooperates with efforts to limit the disclosure.

15. Term, Suspension, Termination, and Data Retrieval

This Agreement begins when Customer first accepts it or first uses the Service and continues until all Subscription Terms expire or are terminated.

Termination for Breach. Either party may terminate this Agreement or an Order Form if the other party materially breaches this Agreement and fails to cure the breach within fifteen (15) days after Written Notice. For Customer's nonpayment of undisputed amounts, Company will provide a five (5)-day cure period after Written Notice before terminating the Agreement for nonpayment, except where immediate action is permitted below.

Suspension Rights and Notice. Company may immediately suspend Customer's access to the Service, in whole or in part and without prior notice, where Company reasonably believes suspension is necessary to address a security threat, fraud, unauthorized transactions, unlawful activity, money laundering, misuse threatening the security, integrity, or availability of the Service, or a material risk to Company, other customers, or third parties. For ordinary nonpayment or a billing dispute that does not involve suspected fraud, unlawful activity, or a security threat, Company will provide at least fifteen (15) days' Written Notice before suspension. A good-faith billing dispute will not automatically be treated as fraud or an invalid chargeback. Company may suspend access upon a valid chargeback only where it reasonably determines the chargeback is not a good-faith billing dispute, subject to applicable law and payment-network rules. Suspension does not relieve Customer of payment obligations.

Data Retrieval. A complete JSON export of Customer Data will be available through the Service at any time during the active Subscription Term and for thirty (30) days after termination, unless access was terminated for fraud, unlawful activity, or a security threat. Unpaid accounts may be denied export access. Customer is responsible for retrieving its data during the applicable retrieval period.

Effect of Termination. Upon expiration or termination: (a) Customer's access and license rights end immediately; (b) Customer must stop using the Service; (c) Company may delete or de-identify Customer Data after the retrieval period, subject to legal retention obligations, dispute preservation, and backup cycles; and (d) provisions intended

to survive will survive, including fees owed, chargeback and fraud obligations, confidentiality, disclaimers, liability limits, indemnification, intellectual property, dispute terms, and accrued rights or remedies.

16. Disclaimers

Except as expressly stated in a signed Order Form, the Service, Documentation, support, integrations, AI Output, and all related materials are provided on an "AS IS" and "AS AVAILABLE" basis to the maximum extent permitted by law. Company disclaims all implied warranties and conditions, including merchantability, fitness for a particular purpose, title, non-infringement, uninterrupted service, error-free operation, data accuracy, and results from use. Company does not warrant that the Service will meet all Customer requirements, operate with every third-party system, or be uninterrupted, secure, or free of all defects.

17. Limitation of Liability

To the maximum extent permitted by law, Company and its affiliates, licensors, service providers, and suppliers will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for loss of profits, revenue, goodwill, business opportunity, anticipated savings, data, or business interruption arising from or related to this Agreement or the Service.

To the maximum extent permitted by law, the aggregate liability of Company, its affiliates, officers, directors, employees, licensors, contractors, and suppliers arising out of or relating to this Agreement will not exceed the greater of: (a) the fees paid or payable by Customer during the three (3) months preceding the event giving rise to the claim; or (b) $400.

18. Indemnification

Customer shall defend, indemnify, and hold harmless Company and its affiliates, officers, directors, employees, contractors, licensors, and agents from and against third-party claims, damages, liabilities, losses, judgments, settlements, penalties, costs, and expenses, including reasonable attorneys' fees, arising from Customer Data, Customer's use of the Service (including AI Output), Customer's breach of this Agreement, Customer's violation of law, or Customer's infringement or misappropriation of third-party rights. This obligation excludes claims arising solely from Company's gross negligence, reckless misconduct, or willful misconduct.

Company Indemnity. Company does not provide an indemnity to standard subscribers under this Agreement. Any Company indemnity obligation must be expressly set forth in a separately signed enterprise agreement.

19. Compliance and High-Risk Uses

Customer is solely responsible for compliance with all laws applicable to its business and use of the Service, including privacy, consumer protection, communications consent (including TCPA and CAN-SPAM), marketing, accessibility, tax, employment, export, sanctions, and recordkeeping laws. Customer may not use the Service for life-critical, safety-critical, emergency-response, medical diagnosis, regulated financial advice, or other high-risk uses unless expressly authorized by Company in writing and technically supported by the Service specifications.

20. Governing Law and Dispute Resolution

Governing Law. This Agreement and all matters arising out of or relating to it are governed by the laws of the State of Arizona, without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Binding Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement, including its scope, enforceability, or alleged breach, will be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, as modified by this Agreement. The seat of the arbitration and the place of any arbitration hearing will be Maricopa County, Arizona. Arbitration hearings may be conducted in person, by telephone, by video conference, or on a documents-only basis as the arbitrator determines appropriate or as required by AAA rules or applicable law. The arbitrator will be a single

neutral arbitrator licensed to practice law in Arizona. The arbitrator, and not any judge or jury, will resolve all disputes regarding the interpretation, applicability, enforceability, or formation of this Agreement, including any challenge to the validity or scope of this arbitration clause, except as prohibited by applicable law. Judgment on the award may be entered in any court of competent jurisdiction.

Small-Claims Court. Either party may bring an individual action in small-claims court or equivalent tribunal for claims within its jurisdictional limits, in lieu of arbitration.

Arbitration Fees. Each party bears its own costs and attorneys' fees in arbitration, except as the AAA rules or applicable law otherwise require, and except that the prevailing party may recover its reasonable attorneys' fees and costs as permitted below or by applicable AAA rules.

Class-Action Waiver. To the fullest extent permitted by law, each party brings claims in its individual capacity only, and the arbitrator may not consolidate or join claims of more than one Customer or person, or preside over a representative, class, or consolidated proceeding.

Exceptions — Court Actions. Notwithstanding the arbitration clause above, either party may bring an action in the state or federal courts located in Maricopa County, Arizona, and Customer consents to personal jurisdiction and venue there, for: (a) injunctive or equitable relief to protect intellectual property or Confidential Information; or (b) collection of undisputed amounts owed under Section 10. This carve-out does not permit any party to bring a class, representative, or consolidated claim in court.

Attorney's Fees. In any arbitration or court action to enforce this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and costs, subject to the limits of applicable AAA rules.

21. Changes to This Agreement

Company may update this Agreement from time to time by posting a revised, versioned copy on the website or otherwise notifying Customer. Nonmaterial changes may take effect upon notice. Material changes will take effect at Customer's next renewal or upon Customer's affirmative reacceptance of the updated Agreement, unless applicable law permits another effective date. Changes required by law or reasonably needed to address security threats, fraud, abuse, or material operational risks may take effect earlier upon notice. No change will retroactively alter accrued claims, rights, obligations, or liabilities unless the parties expressly agree otherwise in writing. Company will record Customer's reacceptance of a new version when affirmative reacceptance is required.

22. General Terms

Order of Precedence. In the event of a conflict, the following order of precedence applies: (1) a separately signed enterprise agreement, but only for the subject matter it expressly addresses; (2) an applicable signed Order Form; (3) an applicable executed DPA; (4) this Agreement; and (5) the Privacy Policy. The Privacy Policy governs Company's general privacy practices, and an applicable DPA governs processing terms to the extent it expressly conflicts with the Privacy Policy or this Agreement.

Assignment. Customer may not assign this Agreement without Company's prior written consent, except in connection with a merger, acquisition, or sale of substantially all assets where the assignee agrees in writing to be bound. Company may assign this Agreement freely.

Subcontractors. Company may use affiliates, contractors, and subcontractors to perform its obligations under this Agreement, provided that Company remains responsible for its contractual obligations under this Agreement, subject to the limitations and exclusions stated herein.

Force Majeure. Neither party is liable for delay or failure caused by events beyond its reasonable control, excluding payment obligations.

Entire Agreement. This Agreement, together with any Order Form and incorporated policies, is the entire agreement regarding the Service and supersedes prior or contemporaneous agreements on the same subject.

Severability and Waiver. If any provision is unenforceable, the remaining provisions remain in effect, and waiver of any breach is not a waiver of any other breach. If the arbitration or class-action provisions are found unenforceable, disputes will be resolved in the courts located in Maricopa County, Arizona.

Independent Contractors. The parties are independent contractors, and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship.

Headings. Headings are for convenience only and do not affect the interpretation of this Agreement.

Notices. Legal notices must be sent to the addresses or emails designated by Company in Section 2 or the legal-notice section of the website.

Electronic Records and Signatures. Customer agrees that electronic acceptance, electronic records, and electronic signatures have the same legal validity and enforceability as paper records and handwritten signatures.

Contact. Questions about this Agreement, accessibility, AI processing, or notices may be directed to warren@mytechtouch.com or to the notice address in Section 2.

— End of Terms of Service —