These General Terms and Conditions (hereinafter, "GTC") govern the use of the platform (hereinafter, "the Service") that transforms a website into a conversational experience through the implementation and management of a chatbot. The Service also includes the analysis of data collected through the chatbot for performance enhancement and user experience optimization. The Service is designed to enable businesses to achieve better conversion rates and deliver a personalized experience to their website visitors.

1. Provision of Service and Grant of License 1.1 Subject to the terms and conditions contained herein, the Service provider grants to the Client a non-exclusive, revocable, and non-transferable license to use the Service. The Service enables the Client to:

   ○ Create and deploy chatbots on various channels, such as the Client's website, and potentially integrate with third-party messaging channels.

   ○ Collect and analyze data obtained through user interactions with the chatbots.

   ○ Manage interactions with end-users in real-time through a live chat feature.

   ○ Access integrations with other services and tools as offered by the Service provider.

2. Subscription Plans 2.1 The Service provider offers multiple subscription plans with different levels of access and functionality, including but not limited to:

   ○ Basic Plan

   ○ Professional Plan

   ○ Premium Plan 2.2 The features available to the Client will depend on the specific subscription plan chosen. The Client can upgrade or modify their plan based on their needs, subject to the applicable pricing at the time of change.

3. Payment and Billing 3.1 The Client agrees to pay the subscription fees for the selected plan as per the billing cycle. Payments will be processed automatically on a monthly basis through the payment method chosen by the Client, including but not limited to credit card payments processed via a third-party payment processor. 3.2 The Client authorizes the Service provider to automatically charge the subscription fee and any applicable taxes using the payment details provided. In case of failure to process the payment, the Service provider may suspend access to the Service until payment is received. 3.3 If the Client fails to settle the invoice within 3 calendar days following a payment due date, the Service provider reserves the right to suspend the Service temporarily until the payment is made. If the payment is not settled within an extended period agreed upon in good faith, the Service provider may terminate the Service.

4. Refunds and Cancellation 4.1 The subscription fee is non-refundable, except in cases where the Service is unavailable due to issues directly attributable to the Service provider for a period exceeding 24 hours, in which case a prorated refund may be offered. 4.2 The

Client may cancel the subscription at any time, effective at the end of the current billing cycle, by providing written notice via email. Upon cancellation, access to the Service will continue until the end of the paid billing cycle.

5. Changes to the Service and Pricing 5.1 The Service provider reserves the right to modify the Service, its features, and the pricing structure at any time. Any changes that affect the Client's current subscription will be communicated at least 30 days in advance. The Client has the right to terminate the contract if they do not agree with the changes. 5.2 Adjustments in subscription pricing may reflect changes in third-party service costs (e.g., updates to messaging channel fees like WhatsApp Business API). Any such changes will be communicated to the Client with sufficient notice.

6. Service Availability and Support 6.1 The Service provider provides a 99% uptime guarantee for the Service. If the Service is unavailable for more than 24 hours in a single month due to technical issues on the Service provider's end, the Client may be entitled to a refund proportional to the period of unavailability. 6.2 Regular maintenance or updates may be scheduled with prior notice to the Client. In cases of emergency maintenance, the Service provider will make reasonable efforts to inform the Client beforehand.

7. Limitation of Liability 7.1 The Service provider's liability is limited to direct damages caused by willful misconduct or gross negligence up to the amount equivalent to the fees paid by the Client for the Service in the preceding six months. The Service provider shall not be liable for any indirect, incidental, or consequential damages, including but not limited to lost profits or revenue.

8. Data Protection 8.1 The Service provider acts as a Data Processor on behalf of the Client for any personal data processed through the Service. The Client retains the role of Data Controller and is responsible for ensuring that the use of the Service complies with applicable data protection laws. 8.2 The Service provider will process data solely for the purpose of providing the Service and will take appropriate technical and organizational measures to safeguard the data in accordance with the General Data Protection Regulation (GDPR) and other applicable regulations. 8.3 Upon termination of the Service, the Service provider will delete all Client data unless otherwise required by law.

9. Intellectual Property 9.1 The Service provider retains all intellectual property rights over the software and methodologies used to deliver the Service. The Client does not acquire any ownership rights over the software by subscribing to the Service. 9.2 The Client retains ownership of the content they provide and the data generated through the use of the Service, including user interactions and analytics derived from chatbot conversations.

10. Governing Law and Jurisdiction 10.1 These GTC are governed by the laws of the applicable jurisdiction. Any disputes arising from the interpretation or performance of these GTC shall be subject to the jurisdiction of the competent courts of the applicable city or country.

11. Amendments to the GTC 11.1 The Service provider reserves the right to amend these GTC at any time. The Client will be notified of such changes at least 30 days prior to

their effective date. If the Client does not accept the changes, they may terminate the agreement by providing written notice within the notification period.

Contact Information If you have any questions or need support, please contact the designated legal or support email address.