TALKABLE Terms of Service March 3, 2025 to June 2, 2025

The following Terms of Service are effective March 3, 2025.

Whenever you use the Talkable Services, these Terms of Service apply to you.

The following Terms Of Service, includes and incorporates the Talkable Privacy Policy and any Order Form(s) and/or Statement(s) of Work. These documents combined constitute the “Agreement”.

The Terms of Service govern Your use of all Talkable’s Services, including, without limitation, the www.**Talkable.com** website (the “Website”) and any Talkable software.

As referred to in these Terms of Service , “We”, “Us”, or “Our” defines Curebit Inc., dba Talkable. “You” and “Your” refer to any duly registered user, user of **Talkable.com**, or any Talkable customer who has entered into any Order Form or Statement of Work with Talkable (“Customer”) and its Users. “You” and “Customer” may be used interchangeably throughout.

If You are entering into this Agreement and registering for the Talkable Services on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to this Agreement, in which case the terms “You” or “Your” shall also refer to such entities and their affiliates and their Users.

IF YOU ARE REGISTERING FOR TALKABLE SERVICES PURSUANT TO AN ORDER FORM THAT REFERENCES THESE TERMS OF SERVICE, THESE TERMS OF SERVICE ARE FULLY INCORPORATED AND YOU ACKNOWLEDGE THAT YOU HAVE HAD AN OPPORTUNITY TO REVIEW THEM PRIOR TO EXECUTING AN ORDER FORM.

If You do not have such authority, or if You do not agree with these Terms Of Service, You must not accept this Agreement and You may not use the Talkable Services.

1. Definitions

The following capitalized terms, as used throughout this Agreement, will have the meanings set forth below. All other capitalized terms not defined herein shall have the meaning set forth in the Order Form(s) which reference(s) this Agreement.

1.1. “Affiliate” means any entity, which directly or indirectly controls, is controlled by, or is under common control with the subject entity. For the purposes of this definition, “control” means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

1.2. “Agreement Period” refers to the period of time governed by any Agreement.

1.3. “Billing Start Date” refers to the date from which Talkable will begin invoicing the Customer.

1.4. “Creative Assets” means all text, font, graphics, audio, video, computer code, hypertext links, URLs and data, in any format, provided by or on Your behalf for display on or through, or integration into, the Talkable Services.

1.5. “Effective Date” means the date You accept this Agreement either by clicking a box indicating Your acceptance in the case of online registrations or by executing an Order Form that references this Agreement.

1.6. “End-Customers” means all people who take part in any of the Talkable Services, including Talkable’s referral and/or loyalty program.

1.7. “Fees” refers to the fees referenced in an Order Form, Statement of Work, or as otherwise communicated to You by Talkable.

1.8. “Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

1.9. “Order Form” means the Talkable Services Order Form(s), including any addenda thereto, that Talkable and You execute from time to time to provide the Talkable Services subject to this Agreement. Each Order Form will incorporate these Terms Of Service and any additional terms, conditions and specifications identified by Talkable and You. Order Forms, including any duly executed addenda, shall be deemed incorporated herein by reference. In the event of any conflict between this Agreement and an Order Form, the terms of the Order Form will control.

1.10. “Talkable Application” means an application Talkable makes available that inter-operates with the Talkable Platform.

1.11. “Talkable Dashboard” means Talkable’s hosted dashboard, which allows You to monitor, publish, and manage social customer acquisition campaigns and display on Target Platforms.

1.12. “Talkable Platform” means Talkable’s hosted social customer acquisition services, the Talkable Referral System, the Talkable Loyalty System, and related websites, online services and application programming interfaces.

1.13. “Talkable Referral System” means Talkable’s hosted referral system that integrates with the Target Platform to solicit Your customers to invite their contacts to use Your services.

1.14. “Talkable Services” means the products and services made available by Talkable online via the customer login link and/or other web pages designated by Talkable, together with any associated offline components, which may include, but are not limited to, the Talkable Platform, the Talkable Referral System, the Talkable Loyalty System, the Talkable Dashboard, and those Talkable Applications and Third-Party Applications to which You subscribe pursuant to this Agreement.

1.15. “Target Platform” means a hosted service, Internet service, ecommerce platform, payment platform, social network, mobile service, hardware platform, operating system or the like on or through which the Talkable Platform can monitor, publish and manage customer acquisition campaigns, referral campaigns, Loyalty programs and campaigns, or other services and on which a Talkable Application or a Third-Party Application can be implemented.

1.16. “Terms of Service” refers to this Agreement, which includes and fully incorporates Talkable’s Privacy Policy, accessible at **https://www.talkable.com/privacy**, and any Order Form(s), Statement(s) of Work and/or any other documents agreed upon by both parties.

1.17. “Third-Party Application” means an application made available by a party other than Talkable, which works with or is available through the Talkable Platform and/or Talkable Applications.

1.18. “Users” means individuals or entities You authorize to use the Talkable Services on Your behalf, including any individuals or entities who have been supplied user identifications and passwords by You (or Talkable at Your request). Users may include, but are not limited to, You, Your employees, consultants, contractors, agents, partners, customers, Affiliates or any third parties with which You have a business relationship.

1.19. “Your Data” means all data or information (including, without limitation, personal data), in any format, submitted by You to Talkable on or through the Talkable Services, or otherwise collected through Your or Your Users’ or End-Customer’s use of the Talkable Services.

2. Implementation of the Talkable Services

2.1. The timetable for the design, preparation, review and implementation of the Talkable Services will be as set forth in the corresponding Order Form, as applicable.

2.2. Your delay in or failure to provide required Creative Assets, feedback or approvals may impair Our ability to implement the Talkable Services by the scheduled Launch Date. In the event of such delays or failures, Talkable will provide you with prior written notice, and you and Talkable will negotiate, in good faith, any rescheduling of the Launch Date.

3. Use of the Talkable Services

3.1. Talkable hereby grants You, for the period of the Agreement, a non-exclusive, non-transferable (except as otherwise expressly permitted in these Terms of Service), world-wide, royalty-free, limited license to make use of the current versions of the Talkable Services and to authorize Users to make use of the Talkable Services on Your behalf pursuant to the terms and conditions of this Agreement. Talkable reserves all rights to the Talkable Services that are not expressly granted in this Agreement. The Talkable Services are licensed hereby, not sold. No provision of the Agreement shall be construed as an assignment or transfer of ownership of any copyrights, patents, trade secrets, trademarks, or any other intellectual property rights from Talkable to You or Your Users. Talkable shall own and retain all right, title and interest in and to: (a) the Talkable Services and all improvements, enhancements or modifications thereto; (b) any software, applications, inventions or other technology developed in connection with the Talkable Services; and (c) all intellectual property rights related to any of the foregoing.

3.2. Talkable shall maintain appropriate administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data or disclose Your Data, except as required to do so by law or as expressly permitted by You, or (b) access Your Data, except to provide the Talkable Services or prevent or respond to service or technical issues at Your request in connection with support matters. Notwithstanding the foregoing, Talkable shall have the right to aggregate, collect and analyze data and other information relating to the provision, use and performance of the Talkable Services and shall be free (during and after the term hereof) to use such data and other information to develop and improve the Talkable Services. Please refer to Talkable's Privacy Policy for additional terms and conditions regarding Your Data.

3.3. You will be solely responsible for (i) Users' compliance with this Agreement, and (ii) the accuracy, quality, integrity and legality of Your Data and of the means by which You acquire Your Data; the foregoing includes, without limitation, the responsibility of ensuring that Your collection of Your Data (whether through the Talkable Services or otherwise) complies with all applicable data privacy laws and regulations.

3.4. Responsibility for Compliance with Applicable Laws: Customer is solely responsible for ensuring that Talkable Services are used in full compliance with applicable laws, in particular with data privacy, unfair and deceptive trade practice or other consumer protection laws and regulations. Should Talkable become aware of any noncompliance, it is entitled to immediately cease rendering the Talkable Services, and may immediately terminate the Agreement should the Customer fail to remedy any such noncompliance within four (4) weeks of being notified by Talkable.

3.5. You will not at any time, except as otherwise permitted hereunder (a) make the Talkable Services available to any entity or individual other than Users, (b) sell, resell, rent or lease the Talkable Services, (c) use the Talkable Services to store or transmit infringing, libelous or otherwise unlawful or tortious material, or to store or transmit material in violation of any third party's rights, (d) use the Talkable Services to store or

transmit Malicious Code, (e) knowingly and intentionally interfere with or disrupt the integrity or performance of the Talkable Services or third-party data contained therein, (f) attempt to gain unauthorized access to the Talkable Services or Talkable's related systems or networks, (g) copy, frame or mirror any part or content of the Talkable Services without Talkable's prior approval, (h) reverse engineer the Talkable Services or Talkable's related systems or networks, (i) access the Talkable Services in order to build a competitive product or service, (j) use any Talkable Services or content for any purpose except for Your own internal use, (k) circumvent or disable any digital rights management, usage rules, or other security features of the Talkable Services, (l) remove, alter, or obscure any proprietary notices (including copyright and trademark notices) on any portion of the Talkable Services or any content, or (k) remove the Talkable logo from any campaign screen except where it is allowed by order of a signed Order Form.

3.6. No one may use another User's account without express permission from the other User. Subject to Our obligation to maintain the security of the Talkable Services, You are solely responsible for the activity that occurs on Your account.

3.7. Certain parts of Our Talkable Services, including account management features, may be password-restricted to registered Users or other authorized persons ("Password-Protected Areas"). If You are authorized to gain access to any Password-Protected Areas, You agree that You are entirely responsible for maintaining the confidentiality of Your password, and agree to notify Us if the password is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised. You agree that You are entirely responsible for any and all activities that occur under Your account, whether or not You are the individual who undertakes such activities. You agree to immediately notify Us of any unauthorized use of Your account or any other breach of security in relation to Your password or our Talkable Services that is known to You.

3.8. Talkable agrees that Talkable will not, and will not permit anyone, to collect or harvest any Creative Assets, third party Data or Your Data through the Talkable Services, including but not limited to account names, from the Talkable website, unless the collection is required in order to provide the Talkable Services. Please refer to Talkable's Privacy Policy for additional terms and conditions regarding Your Data.

3.9. You hereby grant Talkable a non-exclusive, transferable, sub-licensable, world-wide, royalty-free, limited license to reproduce, create derivative works from, distribute, perform, display and otherwise use (including, but not limited to, incorporating into the Talkable Services) any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Affiliates to Talkable, relating to the Talkable Services, without any compensation or credit owed to You. You also agree that We do not waive any rights to use similar or related ideas previously known to Talkable, developed by Talkable's employees, or obtained from other sources.

3.10. You represent and warrant to Talkable that You have all necessary rights to distribute the Creative Assets via the Talkable Services. By uploading Creative Assets to the Website, or giving Talkable permission to do so on Your behalf, You represent and warrant to Talkable that You have the right to do so, and that You do not violate the rights of any third party.

3.11. Talkable hereby grants You permission to access and use the Website as set forth in the Agreement, provided that, except as otherwise set forth herein:

3.11.1. You agree not to copy or distribute in any medium any part of the Website.

3.11.2. You agree not to alter or modify any part of the Website.

3.11.3. You agree not to use the Website for any commercial use that directly competes with or displaces the market for Talkable.

3.11.4. Prohibited commercial uses do not include any use that Talkable expressly authorizes in writing. Without limiting general application of the foregoing, You agree not to use or launch any automated system, including without limitation, “robots,” “spiders,” or “offline readers,” that uses unauthorized means to access the Website in any manner. Notwithstanding the foregoing, Talkable grants the operators of public search engines permission to use spiders to visit the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of any materials or other content. Talkable reserves the right to revoke or revise these exceptions either generally or in specific cases.

3.12. Talkable reserves the right to discontinue, change or modify any aspect of the Website or Talkable Services at any time. If You do not agree to the changes You should stop using the Talkable Services.

3.13. Talkable reserves the right, in Our sole discretion, to reject, refuse to post, or remove any material that You post or submit for posting. In the event of a restriction of Talkable Services, due to Talkable rejecting, refusing to post, or removing any material that You post or submit for posting, Talkable may provide to You within 24 hours a written explanation to You of the reason for such action, and provide reasonable assistance to You to help take actions required to restore such access.

3.14. You agree that Talkable may refer to You by trade name and trademark, and may briefly describe Your business in Talkable marketing materials and on the Website.

4. Fees, Payment & Taxes

4.1. Talkable Services are made available to You in successive periods, each of which shall constitute an Agreement Period. The initial Agreement Period commences on the Effective Date.

4.2. You shall pay all fees specified in all Order Forms. Except as otherwise specified herein or in an Order Form, (a) fees are based on Talkable Services made available to You, and (b) Your payment obligations are non-cancelable and fees paid are non-refundable, except as expressly permitted by either this Agreement or an Order Form.

4.3. All fees due Talkable pursuant to the Agreement are quoted and payable in United States dollars. Upon receipt of invoices, You will pay all undisputed fee amounts to Us for Talkable Services within thirty (30) days unless otherwise stated in the Order Form. If the Order Form specifies that payment will be made by electronic funds transfer, all payments will be made via electronic funds transfer by You. If the Order Form specifies that payment will be made by a credit card, You will provide Talkable with valid and updated credit card information, or with a valid purchase order or alternative documentation that is acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for all Talkable Services listed in the Order Form and any renewal subscription term(s). If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in accordance with the relevant Order Form. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

4.4. Talkable reserves the right to change any fee applicable to the Talkable Services subsequent to the initial Agreement Period by communicating the new Fees to You at least thirty (30) days prior to the end of the then-current Agreement Period. If Talkable does not communicate any such change in the Fees to You by such time, the Fees applicable to the then-current Agreement Period will apply to the Renewal Term.

4.5. If You require a purchase order to be issued prior to Your payment of any invoiced fees, You will provide Talkable with the signed purchase order upon Your execution of these Terms of Service and upon Your execution of each subsequent Order Form. Notwithstanding any language to the contrary therein, no terms or conditions stated in

Your purchase order will be incorporated into, form any part of, or amend or modify this Agreement and all such terms or conditions will be null and void.

4.6. If any undisputed payment due Talkable pursuant to this Agreement is not received by the due date and you have not provided written notice of the dispute to Talkable within thirty (30) days after receipt of the invoice, then, at Talkable's discretion, such amount may accrue late interest at the rate of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. However, Talkable will not exercise its rights pursuant to this section if the unpaid amounts are under reasonable and good-faith dispute and you are cooperating diligently to resolve the dispute.

4.7. Talkable's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with the goods and services made available to You by Talkable, other than taxes assessable against Talkable based on its income, property and employees. If Talkable incurs a legal obligation to pay or collect Taxes for which You are responsible, the appropriate amount will be invoiced to and paid by You, unless You provide Talkable with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Terms & Termination

5.1. This Agreement commences on the Effective Date as defined herein and continues as described in the Order Form.

5.2. If You have registered for the Talkable Services pursuant to an executed Order Form, this Agreement commences on the Effective Date and (unless otherwise indicated in the Order Form) shall continue for one year from the Billing Start Date ("Initial Term") unless terminated sooner as provided herein. Thereafter, the Agreement

will automatically renew for successive one (1) year periods (each an “Additional Term” and, together with the Initial Term, the “Term”) unless a party notifies the other party in writing at least thirty (30) days prior to the end of any Term of such party’s intention to terminate this Agreement.

5.3. In no event will any non-renewal or termination of this Agreement relieve You of the obligation to pay undisputed fees due to Talkable pursuant to this Agreement prior to the date of such non-renewal or termination.

5.4. Talkable reserves the right to restrict, suspend, or terminate your access to our Talkable Services at any time, for any reason, with or without prior notice, and without liability.

6. Third Party Providers

6.1. The Talkable Services may facilitate the posting and publishing of content and data, including, but not limited to, Your Data and Creative Assets to the Website at **www.talkable.com** which may contain links to third-party websites or services that Talkable does not own or control. Talkable assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services. In addition, Talkable does not censor or edit the content of any third-party website. Talkable may offer Third-Party Applications for license or purchase pursuant to these Terms of Service or as specified in an Order Form. Any other acquisition by You of third-party products or services, including, but not limited to, Third-Party Applications and implementation, customization and other consulting services, and any exchange of data or Creative Assets between You and any third-party provider, is a transaction solely between You and the applicable third-party provider. Talkable does not warrant or support third-party products or services, whether or not they are designated by Talkable as “certified” or otherwise. You should consult Talkable for a list of current Third-Party Applications used by Talkable.

6.2. If You install or enable Third-Party Applications for use with the Talkable Services, You acknowledge that Talkable may allow providers of those Third-Party Applications to access Your Data and Creative Assets as required for the specific inter-operation of such Third-Party Applications with the Talkable Services authorized by You.

6.3. Features of the Talkable Services that interoperate with third party services such as Facebook and Twitter (each a “Third Party Services”) depend on the continuing availability of such third parties’ respective APIs and programs for use with the Talkable Services. If any such third party ceases to make their respective API or programs available on reasonable terms for the Talkable Services, as determined by Talkable in its sole discretion, Talkable may cease providing such features or functionalities of the Third Party Services. In such event, you will have the opportunity to terminate this Agreement, upon written notice to Talkable.

7. Confidentiality

7.1. As used herein, “Confidential Information” means all confidential information disclosed by a party (a “Disclosing Party”) to the other party (a “Receiving Party”), whether orally or in writing, that is designated as confidential or that should be reasonably understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information will include Your Data. Confidential Information of each party will include the terms and conditions of these Terms of Service and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) will not include any information that the Receiving Party can demonstrate (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party without reference to

or use of the Disclosing Party's Confidential Information, as shown by the Receiving Party's contemporaneous written records.

7.2. Except as otherwise expressly authorized in writing by the Disclosing Party, the Receiving Party (a) will use the same degree of care to protect the Disclosing Party's Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), (b) will not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (c) will not disclose the Confidential Information of the Disclosing Party except to those of its employees who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

7.3. Without limiting the above, Talkable will maintain reasonable administrative, physical and technical safeguards, consistent with industry standards, for protection of the security, confidentiality and integrity of Your Data. Talkable will not (a) disclose Your Data, except as compelled by law or as expressly authorized by You in writing, (b) access Your Data, except to provide the Talkable Services, or prevent or address service or technical problems, at Your request in connection with technical support, (c) use Your Data to send any communications to Your customers or other Users, unless expressly authorized by You in writing, or (d) use Your Data for any other purpose not expressly authorized by You in writing. Upon request, Talkable will, at Your election, either return Your Data to You, or delete Your Data and certify such destruction in writing.

7.4. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the

Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7.5. Talkable will comply with all applicable privacy laws and regulations.

8. Representations & Warranties; Disclaimers

8.1. Each party represents and warrants to the other party that (a) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, (b) the execution, delivery and performance of the terms and conditions of this Agreement do not conflict with any other agreement to which it is a party or by which it is bound, and (c) it will at all times comply with all laws, rules and regulations applicable to its activities, duties and obligations hereunder, including but not limited to data privacy and protection laws.

8.2. Talkable represents and warrants that the Talkable Services (other than content, data or other intellectual property from You) do not infringe any intellectual property rights of any third party. During the Term of this Agreement, if any portion of the Talkable Services (other than content, data or other intellectual property from You) is found to be in violation of this warranty, Talkable will, at its sole expense, make reasonable commercial efforts to modify or replace the Talkable Services so that they comply with this warranty, without any material loss of the Talkable Services' functionality, or to obtain the right for You to continue to use the Talkable Services consistent with this Agreement.

8.3. You represent and warrant (a) that the Creative Assets do not infringe any intellectual property rights of any third party and (b) all of Your Data that constitutes personal data (whether collected through the Talkable Services or otherwise) is collected in compliance with all data privacy laws and regulations.

8.4. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED ON AN AS-IS BASIS AND NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Indemnification

Each party (an “Indemnifying Party”) will indemnify, defend and otherwise hold harmless the other party (the “Indemnified Party”), its officers, directors, employees, agents and subsidiaries from and against any claim or suit brought, or fine assessed, against the Indemnified Party relating to, or resulting from, the Indemnifying Party’s breach or alleged breach of any of the Indemnifying Party’s representations and warranties set forth in Section 3.2 (Use of the Talkable Services), Section 3.3, Section 3.4 (Responsibility for Compliance with Applicable Laws), Section 7 (Confidentiality) and Section 8 (Representations & Warranties; Disclaimers). The Indemnified Party will promptly notify the Indemnifying Party of any and all such claims and will reasonably cooperate with the Indemnifying Party with the defense and/or settlement thereof; provided that, if any settlement requires an affirmative obligation of, results in any ongoing liability to or prejudices or detrimental impacts the Indemnified Party in any way and such obligation, liability, prejudice or impact can reasonably be expected to be material, then such settlement will require the Indemnified Party’s written consent (to be granted or withheld at the Indemnified Party’s sole discretion) and the Indemnified Party may have its own counsel in attendance at all proceedings and substantive negotiations relating to such claim, at the Indemnifying Party’s expense.

10. Limitation of Liability

EXCEPT IN CONNECTION WITH THE BREACH OF A PARTY’S OBLIGATIONS IN SECTION 7 HEREUNDER OR THE INDEMNIFICATION OF THIRD PARTY CLAIMS, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL,

CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO THE PARTIES TO THIS AGREEMENT. EXCEPT FOR THE BREACH OF A PARTY'S OBLIGATIONS IN SECTION 7 HEREUNDER, OR THE INDEMNIFICATION OF THIRD PARTY CLAIMS OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY'S TOTAL CUMULATIVE DAMAGES AND/OR OBLIGATIONS OF DEFENSE AND INDEMNITY EXCEED THE TOTAL AMOUNT PAID BY YOU IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO SUCH DAMAGES AND/OR THIRD PARTY CLAIM.

11. Notices

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and shall reference this Agreement, and shall be deemed to have been properly given: (a) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (b) two (2) business days after deposit with an express courier, with written confirmation of receipt. All notices to You shall be sent to Your primary contact, identified on the applicable Order Form by a reputable mail delivery service, such as the US Postal Service, Federal Express, UPS or DHL. Notices to You will also be copied to the system administrator designated by You for the Talkable Services account and, in the case of billing-related notices, to the relevant billing contact designated by You in the corresponding Order Form.

12. General

12.1. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws principles. If You are located

outside of the United States, You agree that the rights and obligations of the parties under this Agreement shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods.

12.2. The exclusive jurisdiction and venue for any action arising out of or relating to this Agreement will be the jurisdiction of the Municipal and/or Superior Courts of the State of California, County of San Francisco, and the U.S. District Court for the Northern District of California and the parties hereby consent to such jurisdiction and venue. Each party hereby waives any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12.3. For parties residing outside the United States, any dispute arising hereunder shall be submitted to confidential binding arbitration in the County and City of San Francisco, California for the maximum judgment enforceable, except that to the extent either party has in any manner violated or threatened to violate intellectual property rights, the parties may seek injunctive or other appropriate relief regarding such intellectual property rights in any state or federal court in the State of California. Customer hereby consents to venue and jurisdiction in the state and federal courts of California, and waives all defenses of lack of personal jurisdiction and forum non conveniens. Arbitration under this Agreement shall be conducted pursuant to the existing International Arbitration Rules at the American Arbitration Association. The arbitrator’s award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. The parties each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim is initiated in court rather than in arbitration, the parties each waive any right to a jury trial for such claim.

12.4. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in full force and effect.

12.5. Failure by a party to enforce any term of this Agreement shall not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the parties.

12.6. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without the consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.

12.7. The parties are independent contractors. Neither party will be deemed to be an employee, agent, Affiliate or legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other.

12.8. This Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights in any third party.

12.9. Neither party will be liable for any failure or delay in its performance under this Agreement due to causes, including, but not limited to, an act of God, act of civil or military authority, fire, epidemic, flood, earthquake, strikes, riot, war, sabotage, terrorism, and governmental action, which are beyond its reasonable control.

12.10. The section titles and numbering of this Agreement are displayed for convenience and have no legal effect.

12.11. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same agreement.

12.12. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

12.13. You affirm that You are either 18 years of age or older, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with these Terms of Service. In any case, You affirm that You are over the age of 13.

12.14. We reserve the right to change these Terms of Service at any time. Any changes will be available at **www.talkable.com/tos**. By continuing to use the Takable Services after any changes, You indicate Your agreement to the revised Terms of Service. If You do not agree to the changes You should stop using the Talkable Services.

13. Community Edition

13.1. The community edition gives users access to all features and functionality as will be deemed necessary and sufficient by Talkable in its sole discretion.

13.2. Talkable makes no guarantees with regard to its capacity to answer questions related to the integration, implementation, reporting, results etc. by means of phone, email or other methods.

13.3. Our community platform is priced on a subscription model. Unless otherwise communicated to You by Talkable,pricing is month to month.

13.4. Payments on the community platform will be made by credit card. You will provide Talkable with valid and updated credit card information and You authorize Us to charge such a credit card for all Talkable Services listed in the Order Form.

13.5. A “month” is defined as a calendar month.

14. Device & Browser Support

Talkable reserves the right to discontinue support of any browser and device versions, when the version is no longer supported by its own vendor. Talkable supports the latest versions for all the following browsers (older version support is available by request, if it is still supported by the browser vendor). Examples of browsers and mobile device versions supported include:

Desktop browser:
Windows: Chrome, Firefox, Microsoft Edge
Linux : Chrome, Firefox
Mac: Chrome, Firefox, Safari

Mobile:
Android: Google Chrome
iOS: Safari

Talkable only supports the default settings of the supported browsers, as the functionality of browser extensions, zoom, style settings, and security features can impact the display of pages, including Talkable campaigns.

15. Trademarks

“Curebit,” the Curebit logo, “Talkable,” the Talkable logo, and any other product or service name or slogan displayed on the Talkable Services are trademarks of Talkable, and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Talkable or the applicable trademark holder. You may not use any Meta Tags or any other “hidden text” utilizing “Talkable” or any other name, trademark or product or service name of Talkable without Our prior written permission. In addition, the look and feel of the Talkable Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Talkable and may not be copied, imitated or used, in whole or in part, without Our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Talkable Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by us.

16. Marketing and Case Studies

You grant Talkable the right to use your company name, logo, and trademarks in its marketing materials, including but not limited to website content, sales presentations, case studies, press releases, promotional materials, and public discussions at industry events. Talkable may also reference your company in sales calls and business development efforts to illustrate use cases and the effectiveness of the Talkable Services. Additionally, Talkable may develop and publish case studies showcasing your use of the Talkable Services, provided that such case studies do not disclose any of your confidential information without your prior written consent. You may request in writing to opt out of such uses, and Talkable will make commercially reasonable efforts to accommodate such requests.