

Terms of Service

Version: v3

Effective Date: October 3, 2025

Definitions

“Order Form” means an order document, invoice, or online checkout that references these Terms and specifies Services, quantities, pricing, subscription term, and any special terms.

“Services” means the Kleerr software-as-a-service platform and any related products or services provided by the Company as described in an Order Form.

“Customer Data” means data, content, and materials submitted by or for you to the Services.

“Aggregated Data” means data or information derived from Customer Data or your use of the Services that is de-identified and/or combined with other data so that it does not directly or indirectly identify you, your affiliates, or any individual. We will not attempt to re-identify Aggregated/De-identified Data and will contractually prohibit recipients from doing so.

“Service Data” means data relating to the operation, support, and/or your use of the Website or Services, including logs, event data, device and system information, usage statistics, and performance data.

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where “control” means ownership of more than 50% of the voting interests.

“Confidential Information” means non-public information disclosed by a party that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure; Confidential Information does not include information that is or becomes public without breach, was known to the recipient without confidentiality obligation, is independently developed, or is rightfully received from a third party without confidentiality obligation.

“Beta Features” means alpha, beta, early access, preview, or experimental features or services identified as such by the Company.

“Subprocessor” means a third party engaged by the Company to process Customer Data in connection with the Services.

“Force Majeure Event” means an event or circumstance beyond a party’s reasonable control, including acts of God, labor disputes, acts of government, war, terrorism, epidemics, civil disturbances, internet or telecommunications failures, or third-party service provider failures.

Acceptance of the Website Terms and Conditions of Use

These website terms and conditions of use for Landa Solutions Ltd. DBA Kleerr constitute a legal agreement and are entered into by and between you and Kleerr ("Company," "we," "us," "our"). The following terms and conditions, together with any documents and/or additional terms expressly incorporated by reference (collectively, these "Terms and Conditions"), govern your access to and use of, including any content, functionality, and services offered on or through Kleerr (the "Website").

Order Forms & Services. If you purchase Kleerr's software-as-a-service platform or related services (the "Services") under an order form or invoice (each, an "Order Form"), the Subscription Terms below also apply. If there is a conflict, the Order Form controls for pricing, quantities, and subscription term; these Terms control otherwise.

In case of conflict, an executed Data Processing Addendum governs privacy/data processing matters.

BY USING THE WEBSITE OR BY CLICKING TO ACCEPT THE TERMS AND CONDITIONS, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND CONDITIONS AND OUR PRIVACY POLICY, FOUND AT <https://kleerr.com/privacy-policy>, INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE WEBSITE.

By using this Website, you represent and warrant that you are of the legal age of majority under applicable law to form a binding contract with the Company or an individual accepting the terms and conditions on behalf of a corporation or client and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Authority to Use Services

If you are an agency, service provider, or acting on behalf of a third party, you represent and warrant that you have obtained all necessary rights, consents, and authority to submit Customer Data and to bind the entity or client you represent to these Terms and the DPA.

Order of Precedence

If there is a conflict among documents, the following order applies: (1) any mutually executed Data Processing Addendum (for privacy/data processing matters); (2) the Order Form (for pricing, quantities, and subscription term); (3) any SLA expressly referenced in an Order Form or separately executed; then (4) these Terms; then (5) the Privacy Policy.

Modifications to the Terms and Conditions and to the Website

We reserve the right in our sole discretion to revise and update these terms and conditions from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Website. You agree to periodically review the terms and conditions in order to be aware of any such modifications and your continued use shall be your acceptance of these.

The information and material on this Website may be changed, withdrawn, or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is restricted to users or unavailable at any time or for any period.

For paid subscriptions, material changes to the Subscription Terms take effect on renewal. We may make earlier changes only where reasonably necessary for legal compliance, security, or abuse prevention with at least 30 days' notice.

Changes to economic terms (e.g., pricing/fees) apply only at renewal.

We will not make materially adverse changes to the Subscription Terms during your then-current paid term except as allowed above.

Your Use of the Website and Account Set-Up and Security

The security of your personal information is very important to us. We use physical, electronic, and administrative measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure.

The safety and security of your information also depends on you. Users are responsible for obtaining their own access to the Website. Users are required to ensure that all persons who access the Website through a user's internet connection are aware of these Terms and Conditions and comply with them. The Website, including content or areas of the Website, may require user registration. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete.

Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

Your provision of registration information and any submissions you make to the Website through any functionality such as applications, chat rooms, email, message boards, personal, or interest group web pages, profiles, forums, bulletin boards, and other such functions (collectively, "Interactive Functions") constitutes your consent to all actions we take with respect to such information consistent with our Privacy Policy, found at <https://kleerr.com/privacy-policy>.

Any username, password, or any other piece of information chosen by you, or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it

to any other person or entity. You must exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You understand and agree that should you be provided an account, your account is personal to you and you agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you log out from your account at the end of each session. You are responsible for any password misuse or any unauthorized access.

We may suspend or terminate your Website account to address security threats, abuse, or legal requirements. Suspension or termination of the paid Services is governed by the Subscription Terms.

You are prohibited from attempting to circumvent and from violating the security of this Website, including, without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restricting, disrupting, or disabling service to users, hosts, servers, or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting Website owner's ability to monitor the Website; (f) using any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; (g) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the Website via a denial-of-service attack, distributed denial-of-service attack, flooding, mail bombing, or crashing; and (i) otherwise attempting to interfere with the proper working of the Website.

Intellectual Property Rights and Ownership

You understand and agree that the Website and its entire contents, features, and functionality, including, but not limited to, all information, software, code, data, text, displays, graphics, photographs, images, video, audio, music, broadcast, design, presentation, website layout, selection, modifications, and arrangement, are owned by the Company, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including, without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights ("IP Rights").

As between you and the Company, the Company owns the IP Rights and all copies, improvements, modifications and derivative works thereof and shall remain the exclusive property of the Company or its licensors. Except as expressly set forth on this Website, the Company does not grant you any rights to the IP Rights. Without limiting the foregoing, the Company owns any suggestions, comments or other feedback provided by you on the Website, and any insights, including knowledge or know-how, it otherwise gains during the course of your using the Website.

The Company name, and all related names, logos, product and service names, designs, images, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. Other names, logos, product and service names, designs, images, and slogans mentioned, or which appear on this Website are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.

You may only use the Website for your personal and non-commercial use. You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, in any form or medium whatsoever except:

- your computer and browser may temporarily store or cache copies of materials being accessed and viewed
- a reasonable number of copies for personal use only may be printed keeping any proprietary notices thereon, which may only be used for non-commercial and lawful personal use and not for further reproduction, publication, or distribution of any kind on any medium whatsoever
- one single user copy may be downloaded with any proprietary notices intact, for your own personal, non-commercial use, conditional on your agreement to be bound by our terms of use for such downloads

Users are not permitted to modify copies of any materials from this Website nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site. You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you copy, or download any part of our Website in breach of these Terms and Conditions, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You have no right, title, or interest in or to the Website or to any content on the Website, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may infringe or violate copyright, trademark, and other intellectual property or other proprietary laws.

Website vs. Services. The restrictions in this section govern use of the public Website. Authorized business use of the Services is governed by the licence and usage rights in the Subscription Terms and the applicable Order Form.

Conditions of Use and User Submissions and Site Content Standards

As a condition of your access and use of the Website, you agree that you may use the Website only for lawful purposes and in accordance with these Terms and Conditions.

The following site content standards apply to any and all content, material, and information a user submits, posts, publishes, displays, or transmits (collectively, "submit") to the website or to other users or persons (collectively, "User Submissions") and any and all Interactive Functions. Any and all User Submissions must also comply with all applicable federal, provincial, local, and international laws, regulations, and terms of service.

Without limiting the foregoing, you warrant and agree that your use of the Website and any User Submissions shall not:

- In any manner violate any applicable federal, provincial, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Conditions and our Privacy Policy found at <https://kleerr.com/privacy-policy>
- In any manner violate the terms of use of any third-party website that is linked to the Website, including but not limited to, any third-party social media website
- Involve, provide, or contribute any false, inaccurate, or misleading information
- Include sending, knowingly receiving, uploading, downloading, using, or reusing any material that does not comply with the Conditions of Use and User Submissions and Site Content Standards
- Impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing)
- Transmit, or procure the sending of, any advertisements or promotions without our prior written consent, sales, or encourage any other commercial activities, including, without limitation, any "spam", "junk mail", "chain letter", contests, sweepstakes and other sales promotions, barter, or advertising or any other similar solicitation
- Encourage any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability
- Promote any illegal activity, or advocate, promote, or assist any unlawful act
- Give the impression that they originate from or are endorsed by us or any other person or entity, if this is not the case

User Submissions: Grant of Licence

This section does not apply to "Customer Data" submitted to the Services; Customer Data is governed by the Subscription Terms.

The Website may contain Interactive Functions allowing User Submissions on or through the Website.

None of the User Submissions you submit to the Website will be subject to any confidentiality by the Company. By providing any User Submission to the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to a world-wide, royalty free, perpetual, irrevocable, non-exclusive licence to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose and according to your account settings and/or incorporate such material into any form, medium or technology throughout the world without compensation to you. You further waive any moral rights or other rights of authorship as a condition of submitting any User Submission.

By submitting the User Submissions, you declare and warrant that you own or have the necessary rights to submit the User Submissions and have the right to grant the licence hereof to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns to the User Submissions and comply with these Terms and Conditions. You represent and warrant that all User Submissions comply with applicable laws and regulations and the Conditions of Use and User Submissions and Site Content Standards set out in these Terms and Conditions.

You understand and agree that you, not the Company nor Company's parent, subsidiaries, affiliates nor their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, or successors, are fully responsible for any User Submissions you submit or contribute, and you are fully responsible and legally liable, including to any third party, for such content and its accuracy. We are not responsible or legally liable to any third party for the content or accuracy of any User Submissions submitted by you or any other user of the Website.

Subscription Terms (applies only if you purchase Services)

Annual Plan. Unless stated otherwise in an Order Form, the Services are sold for a 12-month initial term starting on the effective date stated in the Order Form or invoice and auto-renew for successive 12-month terms unless either party gives 30 days' written notice before the end of the then-current term.

Monthly Plan (if selected). Monthly subscriptions run for one (1) month starting on sign-up and auto-renew monthly until canceled; cancellation takes effect at the end of the then-current billing period.

To avoid the next charge, cancel at least 24 hours before the end of the current billing period; charges already processed are non-refundable and we do not provide pro-rata refunds for partial periods.

Fees; Billing; Taxes. Invoices are issued via Stripe and are due Net 30 from invoice date or charged automatically to the payment method on file for monthly self-serve plans, unless the Order Form states otherwise. When enabled, you may pay online by credit card, ACH, or bank transfer via Stripe. Fees are exclusive of taxes and you are responsible for any applicable taxes.

30-Day Money-Back (first-time annual). Within 30 days of the effective date, you may cancel for a full refund. Not available for enterprise plans, custom onboarding, professional services, or where usage exceeds reasonable evaluation thresholds as determined by us in good faith. We may require your cooperation to disable integrations and delete any installed components before issuing a refund. Eligibility requires that your account is in good standing, you are not in material breach of these Terms, and you submit the request within 30 days to support@kleerr.com (or via in-product billing where available). Refund scope: refunds cover prepaid subscription fees only and exclude taxes where non-refundable, usage-based or overage charges, third-party fees, and any professional services, onboarding, or custom work.

Non-Payment; Suspension. If an invoiced amount is not received when due, Kleerr may send notice of delinquency. If unpaid 10 days after notice, Kleerr may suspend access until amounts are paid. Accounts unpaid on day 30 may be suspended or terminated; late amounts may accrue interest at 1.5%/month (or the legal maximum). Customer is responsible for reasonable costs of collection, including attorneys' fees.

Price Changes on Renewal. Kleerr may change fees effective upon any renewal term by providing at least 30 days' prior written notice. Price changes do not apply to the then-current committed term.

Renewal Reminder (B2B courtesy). For annual plans, we'll email the admin and/or billing contact 35–40 days before renewal with the renewal date, the next-term price, and how to cancel online.

How to Give Non-Renewal/Cancel. Email support@kleerr.com (or use in-product billing settings, if available).

Upgrades & Adds. Additional units or features added mid-term are prorated to the then-current term end date and become part of the committed subscription.

Cancellation Mechanics. To avoid renewal, send non-renewal notice at least 30 days before term end (annual) or cancel in-app before the next monthly billing cycle (monthly). Cancellation takes effect at term end; no refunds for partial periods.

Online Cancellation (Self-Serve). If you signed up online, you can cancel any time in Billing Settings. Cancellation takes effect at the end of the then-current billing period.

Customer Data. As between the parties, Customer owns Customer Data. Customer grants Company a non-exclusive licence to host, process, transmit, and otherwise use Customer Data solely to provide, maintain, secure, and support the Services and as otherwise permitted in an applicable DPA. Company will not (i) sell or "share" Customer Data for cross-context behavioral

advertising (monetary or other valuable consideration), (ii) use Customer Data for advertising/retargeting, or (iii) use Customer Data to train or improve generalized or third-party AI/ML models. Improvements to the Services are developed using Aggregated Data and Service Data as described below, not Customer Data in identifiable form. Our Data Processing Addendum is available at <https://kleerr.com/dpa> or may be executed via our standard form.

Aggregated Data; Service Data. We may generate, use, and retain Aggregated Data and Service Data to operate, maintain, secure, analyze, improve, and develop the Website and Services; create insights and benchmarks; and for compliance and R&D. This may include training/tuning Company's own algorithms/models that are used to provide the Services, but we will not use Customer Data in identifiable form for such training/tuning. Aggregated Data will not identify you, your affiliates, or any individual. We will not re-identify Aggregated/De-identified Data and will contractually prohibit recipients from attempting re-identification. We do not use Aggregated Data or Service Data to build or augment third-party advertising or marketing profiles about you or your end users.

Agency Users. Customer may authorize an agency or other third parties to access and use the Services under Customer's account as Customer's agent and authorized user; Company will treat agency-directed configuration and processing as Customer's instructions, and Customer remains responsible for its authorized users' compliance.

No Sale of Customer Data. We do not sell Customer Data as "sell"/"share" may be defined under applicable privacy laws.

We may use Subprocessors to process Customer Data and remain responsible for their performance.

Termination for Cause. Either party may terminate an Order Form and the associated Services for material breach not cured within 30 days after written notice (10 days for payment breaches). If Customer terminates for Company's uncured material breach, Company will refund prepaid, unused fees for the terminated Services from the effective termination date.

Services Warranty; Remedies

Services Warranty; Remedies. During the Subscription Term, Company will provide the Services in a manner substantially conforming to the Documentation and will use commercially reasonable efforts to make the Services available, subject to any applicable SLA and these Terms. Customer's exclusive remedies for any breach of this warranty are: (i) Company's re-performance of the non-conforming Services; and (ii) if non-conformity persists without cure within a reasonable period, Customer may terminate the impacted Service and receive a pro-rated refund of prepaid, unused fees for the terminated portion of the Subscription Term. Beta Features and free/trial access are provided "AS IS." These remedies do not apply to issues (a) caused by Customer or third parties, (b) outside Company's reasonable control, or (c) occurring while Customer is not on the then-current generally available release.

Disclaimer. Except for the warranty above and any explicit SLA, the Services are provided “AS IS” and “AS AVAILABLE.” Company disclaims all other warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement, to the fullest extent permitted by law.

Coordination with SLA. Any SLA service credits are Customer’s exclusive remedy for issues covered by the SLA and do not limit Customer’s termination/refund right under this warranty if a non-conformity persists without cure.

Subprocessors — Notice, Objection, and Cure

Subprocessors. Company’s use of Subprocessors is governed by the DPA, including notice, objection, and cure process, and the current list at <https://kleerr.com/legal/subprocessors>. Kleerr will provide at least 30 days’ advance email notice to subscribed Customer admins for material changes (emergency replacements excluded) and keep the public list current.

Objection. Customer may object in writing to a new or replacement Subprocessor on reasonable, documented data-protection grounds within 10 business days after the update is posted.

Cure. Upon a valid objection, the parties will work in good faith for up to 30 days to implement a reasonable alternative (for example, use an alternative Subprocessor for Customer or apply materially equivalent controls). If no reasonable alternative is available, Customer may terminate only the impacted Services and receive a prorated refund of prepaid, unused fees for those Services from the effective termination date, except where otherwise required by law.

Emergencies. For emergency replacements needed to preserve security/availability, Company may replace first and notify promptly; the objection/cure flow then applies.

Note. Changes among Company’s Affiliates or between data centers/products of the same cloud provider are not material changes.

Usage and True-Up

Each Order Form specifies the included unit quantity (the “Included Units”). If Customer’s actual usage exceeds the Included Units, Kleerr will invoice a monthly true-up based on the rolling 3-month average of total units measured by the Service. True-ups are billed at the rate in the Order Form per the stated block size annually, prorated monthly for the excess average. For the first two months of a new Order, the average is calculated over the months completed. Usage data in the Service is authoritative.

Examples of unit types include: Monthly Tracked Users (MTUs), Tracked Events, MAUs, or API calls. Example pricing: \$3,000 per 10,000 MTUs annually, prorated monthly.

Annex D — Subprocessors

Current Subprocessors: see <https://kleerr.com/legal/subprocessors> for the authoritative, up-to-date list (e.g., hosting, CDN/security, front-end hosting, payments, and transactional email). To receive Subprocessor change notifications, email privacy@kleerr.com with subject “Subscribe to Subprocessor updates,” and include your company name and admin contact.

Licence to Services

Subject to these Terms and the applicable Order Form, Company grants Customer a non-exclusive, non-transferable, non-sublicensable licence to access and use the Services during the Subscription Term for Customer’s internal business purposes.

Restrictions

Customer shall not (and shall not permit any third party to): (a) copy, modify, or create derivative works of the Services; (b) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying algorithms of the Services (except to the limited extent permitted by applicable law); (c) access the Services for competitive benchmarking or to build a competing product; (d) remove or obscure proprietary notices; (e) circumvent technical limits, rate limits, or security; or (f) use the Services to transmit malware or infringing, illegal, or harmful content.

Acceptable Use Policy (Services)

Customer is responsible for Users’ compliance and for obtaining all notices/consents required for Customer Data. Prohibited uses include: (i) sending spam; (ii) violating privacy, publicity, or IP rights; (iii) attempting to probe, scan, or penetrate systems; (iv) interfering with or overloading the Services; and (v) high-risk uses (safety-critical, life support, or where failure could lead to death or personal injury).

Customer represents and warrants it will not use the Services for high-risk activities (e.g., life support, critical infrastructure) or submit regulated data types unless expressly agreed in writing (e.g., PHI with a BAA).

No Sensitive Data

Unless expressly agreed in an Order Form or Data Processing Addendum (DPA), Customer will not submit to the Services any: government-issued IDs; **payment card numbers or full magnetic stripe data (PCI); bank account or financial account numbers**; precise geolocation; biometric templates; data about children; or special categories of personal data under GDPR (e.g., health, union membership, religious beliefs). PHI requires a signed BAA.

Compliance. Customer is solely responsible for notices, consents, and lawful collection and use of Customer Data (including Visitors’ data) in its properties and vertical, and for configuring the Services in compliance with applicable laws and platform terms.

Feedback

Company may use any suggestions, ideas, or feedback regarding the Services without restriction or compensation.

Publicity

Company may use Customer's name and logo in customer lists and marketing materials, subject to any brand guidelines supplied by Customer. Customer may revoke this right on written notice.

Service Levels

Unless expressly stated in an Order Form or SLA, the Services have no uptime, support, or response-time commitments.

Exclusive Remedies. Any service credits specified in an SLA or Order Form are Customer's sole and exclusive remedy for the availability or support commitments covered by that SLA.

IP Infringement Indemnity by Company

Company will defend Customer against any third-party claim filed in the United States or Canada alleging the Services, as provided by Company and used per the Documentation, infringe a third party's intellectual property right, and will pay amounts finally awarded (or agreed by Company in settlement).

Any such claim will be defended in the courts specified in "Governing Law and Choice of Forum," unless otherwise agreed in writing.

Company has no obligation for claims to the extent arising from: (a) Customer Data or other content provided by Customer; (b) combinations with items not provided by Company; (c) Customer's modifications not made by Company; (d) use contrary to the Documentation or these Terms; or (e) use of versions other than the current release if the claim would have been avoided by use of the current release. If such a claim is made or threatened, Company may, at its option and expense, (i) modify or replace the Services to be non-infringing while substantially preserving functionality, or (ii) procure rights for continued use. If (i)–(ii) are not commercially reasonable, Company may terminate the impacted Services and refund any prepaid, unused fees for the impacted portion of the Subscription Term. This section states Customer's exclusive remedy for the foregoing claims.

Procedure; Control. Company's obligations are conditioned on Customer: (1) promptly notifying Company in writing of the claim; (2) granting Company sole control of the defence and settlement; and (3) providing reasonable cooperation. Company will not settle any claim that imposes a non-monetary obligation on Customer without Customer's consent (not to be unreasonably withheld or delayed).

Limits. This indemnity is subject to the Limitation on Liability cap (or any higher cap stated in an Order Form).

Data Access and Export

In-Product Access. During an active paid Subscription Term, Customer may access and export Customer Data via in-product views, reports, and download tools, subject to technical and rate limits.

Bulk & Historical Exports. Database-level, historical, or custom exports may be provided as a professional service (statement of work or then-current rates) in a commercially reasonable format mutually agreed in writing.

Post-Termination. No access after termination. Within 30 days post-termination Customer may request a professional-services export; after 30 days Customer Data is deleted from active systems and scheduled for backup deletion unless retention is required by law.

Exclusions. Aggregated Data and Service Data are excluded from export; nothing here limits Company's DPA or legal return/delete obligations.

AI/ML Use

We will not use Customer Data to train or improve generalized or third-party AI/ML models. Use of Customer Data with AI features is solely to provide the Services in real time and not for model training; Aggregated/De-identified data may be used as described in these Terms.

Third-Party AI Services

If we invoke third-party AI services to deliver features you enable, we will send only the minimum necessary data and instruct providers that your data may not be used to train or improve their models. If a provider cannot honor that restriction, we will not send your Customer Data to that provider.

Healthcare Data (HIPAA)

Unless we have a separately executed Business Associate Agreement (BAA) with you, you must not submit, store, or process any Protected Health Information (PHI) using the Services.

Where a BAA is executed, its terms govern our processing of PHI and control in the event of conflict with these Terms.

California (CCPA/CPRA) Service Provider

For Customer Data that is personal information under the CCPA/CPRA and processed on your behalf, Company acts as your service provider/contractor and certifies that it will: (a) not sell or share such personal information; (b) not retain, use, or disclose it for any purpose other than providing the Services (including no use for cross-context behavioral advertising or profiling) or as otherwise permitted by the CCPA/CPRA; (c) not retain, use, or disclose it outside the direct business relationship; and (d) not combine it with personal information received from other

sources except as permitted by the CCPA/CPRA (e.g., to detect or prevent security incidents or to maintain/improve the Services without creating profiles for third parties). Company will comply with applicable CCPA/CPRA obligations and will provide assistance necessary for Customer to respond to consumer requests where required.

Survival

The following sections survive termination or expiration: Intellectual Property Rights and Ownership; Conditions of Use and User Submissions; User Submissions: Grant of Licence; Subscription Terms (fees, payment, limitations, data access/export obligations incurred, and any provisions by their nature); Data Access and Export; Confidentiality; Disclaimers; Limitation on Liability; Indemnification; Governing Law and Choice of Forum; Notices; Limitation Period; Entire Agreement; Assignment; Survival.

Beta, Trials, and Unpaid Access

Beta Features and trials are provided “AS IS”, may be modified or terminated at any time, are excluded from SLAs and support commitments, and are provided without warranties or commitments of any kind.

If your annual subscription is invoiced on Net 30 terms and payment has not yet been received, your access during the first 30 days is treated as a trial and may be limited, suspended, or terminated at any time to the extent permitted by law.

Company may disable Beta Features at any time. Customer should not rely on Beta Features for production use. Data submitted via Beta Features may be deleted upon feature removal.

Site Monitoring and Enforcement, Suspension, and Termination

Company may take the following actions:

- Remove or refuse to post on the Website any User Submissions for any or no reason at our sole discretion
- At all times, take such actions with respect to any User Submission deemed necessary or appropriate in our sole discretion, including, without limitation, for violating these Terms and Conditions
- Take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority, or notifying the harmed party of any illegal or unauthorized use of the Website. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website
- Terminate or suspend your access to all or part of the Website for any reason, including any violation of these Terms and Conditions; where practicable, we will provide

reasonable notice. Immediate suspension may occur to prevent harm, address a security threat, or comply with legal requirements.

YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS PARENT, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, AND SUCCESSORS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY AND ANY OF THE FOREGOING PARTIES RELATING TO ANY INVESTIGATIONS BY EITHER THE COMPANY OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

We have no obligation, nor any responsibility to any party to monitor the Website or its use, and do not and cannot undertake to review material that you or other users submit to the Website. We cannot ensure prompt removal of objectionable material after it has been posted and we have no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party, subject to applicable laws.

Term and Termination

For Services purchased under an Order Form, the subscription duration, renewal, and cancellation are governed by the Subscription Terms above and the applicable Order Form.

For Website-only access (no Services purchased), this Agreement remains in effect while you use the Website.

No Reliance

The content on our Website is provided for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain more specific or professional advice before taking, or refraining from, any action or inaction on the basis of the content on our site.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties, or guarantees, whether express or implied, that the content on our Website is accurate, complete, or up to date. Your use of the Website is at your own risk and neither the Company nor its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors have any responsibility or liability whatsoever for your use of this Website.

This Website may include content provided by third parties, including from other users and third-party licensors. All statements and/or opinions expressed in any such third-party content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of the Company. Neither the Company nor its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors,

licensees, suppliers, or successors have any responsibility or liability whatsoever to you, or any third party, for the content or accuracy of any third-party materials.

Privacy

By using the Website, you consent to the collection and processing of your personal information as described in our Privacy Policy at <https://kleerr.com/privacy-policy>.

Security & Vulnerability Management; Incident Notice

Security & Vulnerability Management. Kleerr maintains administrative, technical, and organizational measures designed to protect the Services and Customer Data against unauthorized or unlawful access, use, alteration, or disclosure. This includes a vulnerability management program under which identified security issues are addressed in a timely manner consistent with industry practices.

A “Security Incident” is unauthorized access to or disclosure of Customer Data in Company’s systems. Security Incidents do not include unsuccessful attempts or activities that do not compromise Customer Data (e.g., pings, port scans, DDoS without data access). Company will notify Customer without undue delay after confirming a Security Incident and will provide information reasonably necessary for Customer to meet its obligations, consistent with applicable law and any executed Data Processing Addendum.

Third-Party Websites

For your convenience, this Website may provide links or pointers to third-party sites. We make no representations about any other websites that may be accessed from this Website. If you choose to access any such sites, you do so at your own risk. We have no control over the contents of any such third-party sites and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third-party sites.

Third-Party Materials. The Website includes integration of software, content, data, or other materials that are owned by third parties other than the Company and that are provided to the Company under terms that are in addition to and/or different from those contained on this Website (“Third-Party Materials”). Ownership of all intellectual property rights in such Third-Party Materials remains with the respective owners thereof. You are bound by and shall comply with the terms applicable to any Third-Party Materials in accordance with our Privacy Policy and their respective privacy policies found on their respective websites.

Third-Party Services

The Services may interoperate with, rely on, or incorporate third-party applications, services, or infrastructure providers (including without limitation hosting providers, payment processors, and integrations selected by you).

To the maximum extent permitted by law, the Company is not responsible for the acts, omissions, availability, changes, performance, or non-performance of such third-party services, even where selected by the Company.

Your use of third-party services is subject to their separate terms and policies.

Third-party services may change or cease without notice; we are not responsible for any resulting impact on the Services.

Carve-out. To the extent the Services rely on third-party services, our obligations (including any uptime commitments, support obligations, warranties, or indemnities) do not apply to issues caused by those third-party services. Any service credits or remedies exclude downtime or degradation attributable to third-party outages or changes.

Mitigation. Where a third-party outage materially impacts the Services, Company will use commercially reasonable efforts to mitigate material adverse effects within Company's control.

Generative AI Disclaimer

As part of the use of this Website, we may employ artificial intelligence ("AI"), data analytics, and other emerging technologies to improve the efficiency, accuracy, and overall results of the Website. These tools may include third-party systems that utilize algorithms to analyze data, generate reports, or provide insights that supplement the Website.

By using the Website, you acknowledge and consent to our use of AI and related technologies where we deem it appropriate. AI-generated content and insights are provided for informational purposes only and should not be relied upon as professional advice.

The Company makes no representation or warranty as to the accuracy, completeness, suitability, or legal compliance of any AI-generated outputs. To the maximum extent permitted by law, the Company disclaims all liability for any damages, losses, or claims arising from your use of or reliance on AI-generated outputs.

You are solely responsible for evaluating the accuracy, completeness, and appropriateness of AI-generated outputs for your use cases and for ensuring compliance with applicable laws, regulations, and industry standards.

AI and related features may be modified, suspended, or discontinued at any time without notice, and no commitment is made to maintain or support any specific AI functionality.

Geographic Restrictions

The owner of the Website is based in Alberta, Canada. This Website and the Services are operated from Alberta, Canada and may be accessed globally, including in Canada and the United States. The Services are intended for use by businesses (B2B) and not by individual consumers. You are responsible for compliance with local laws where you access them. Nothing

in these Terms is intended to limit any non-waivable rights you may have under applicable consumer protection laws to the extent you qualify as a consumer.

You may not access or use the Website or Services if you are subject to applicable trade sanctions or export control restrictions.

The parties have expressly requested that these Terms be drawn up in English. Les parties ont expressément exigé que ces Conditions soient rédigées en anglais.

We do not target or direct the Website or Services to residents of the European Economic Area (EEA), the United Kingdom, or Switzerland. However, if you access our Website/Services from the EEA/UK/CH or if those laws otherwise apply to our processing of your personal data, the EEA/UK/CH-specific provisions in our Privacy Policy and Data Processing Addendum apply to that processing.

Export Controls and Sanctions

You represent that you are not located in, under the control of, or a national or resident of any country or person designated under applicable trade sanctions or export control laws. You agree to comply with all applicable export control and sanctions laws and not to export, re-export, or transfer the Services or any related technical data in violation of such laws.

Disclaimer of Warranties

Website vs. Services. This Section applies to the public Website. Paid Services are governed by the Services Warranty; Remedies above and any applicable SLA; to the extent permitted by law, the disclaimers here also apply to the Services except as expressly stated otherwise.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NEITHER THE COMPANY NOR ITS PARENT, SUBSIDIARIES, AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS MAKE ANY WARRANTY, REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY, OR AVAILABILITY OF THE WEBSITE OR ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ITS PARENT, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE

PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS REPRESENT OR WARRANT THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE WEBSITE AND YOUR COMPUTER, INTERNET, AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAIL BOMBING, OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

Limitation on Liability

Scope of Cap. All claims arising out of or related to the Agreement, the Services, these Terms, the DPA, or confidentiality are subject to the Liability Cap, except where prohibited by law or as expressly stated in these Terms. The parties agree the cap and exclusions allocate risk and are an essential basis of the bargain.

Liability Cap. Except for the Exclusions below, each party's total aggregate liability arising out of or related to the Services will not exceed the fees paid or payable by Customer to Company for the Services in the twelve (12) months immediately preceding the event giving rise to liability. Multiple claims shall not enlarge this limit.

Exclusions. The cap does not apply to: (i) Customer's payment obligations; or (ii) either party's willful misconduct or gross negligence. All other claims, including Company's IP Infringement Indemnity, are subject to the cap, unless a higher cap is stated in an Order Form.

FOR WEBSITE-ONLY USERS (NO PAID SERVICES), THE COLLECTIVE AGGREGATE LIABILITY IS CAPPED AT CAD \$100.

Indemnification

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Company, its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses,

or fees (including reasonable legal fees) arising out of or relating to your breach of these Terms and Conditions or your use of the Website, including, but not limited to, your User Submissions, third-party sites, any use of the Website's content, services, and products other than as expressly authorized in these Terms and Conditions.

Indemnity by Customer (Services). Customer will defend and indemnify Company from third-party claims to the extent arising from: (a) Customer Data (including alleged infringement or violation of law or third-party rights); (b) Customer's instructions or configurations; or (c) use of the Services in breach of these Terms, the DPA, or applicable law; in each case excluding claims to the extent caused by the Services themselves as provided by Company. Company will (1) promptly notify Customer, (2) give Customer sole control of defense/settlement, and (3) provide reasonable cooperation at Customer's expense.

Governing Law and Choice of Forum

The Website, these Terms and Conditions, and the Services (if purchased) will be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule (whether of the laws of the Province of Alberta or any other jurisdiction) and notwithstanding your domicile, residence, or physical location.

Any action or proceeding arising out of or relating to the Website or the Services and under these Terms and Conditions will be instituted in the courts of the Province of Alberta and/or the Federal Court of Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

Waiver

Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof; and no single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Severability

If any term or provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

Force Majeure

Neither party will be liable for any delay or failure to perform due to a Force Majeure Event.

Confidentiality

Each party agrees to protect the other party's Confidential Information using at least the same degree of care it uses to protect its own similar confidential information, but no less than reasonable care. Confidential Information will be used solely to perform obligations and exercise rights under these Terms and will be disclosed only to personnel and service providers who need to know it and are bound by confidentiality obligations at least as protective. If legally required to disclose Confidential Information, the recipient will provide prompt notice (where lawful) and reasonable cooperation to seek confidential treatment. The confidentiality obligations survive termination for three (3) years, except for trade secrets, which remain protected so long as they remain trade secrets.

Residuals. Notwithstanding the foregoing, nothing prevents a recipient from using unaided residuals resulting from access to Confidential Information, provided the recipient does not intentionally memorize Confidential Information to create such residuals. "Residuals" means information in intangible form retained in the unaided memory of individuals who have had access to Confidential Information. This does not apply to Customer Data or personal data and does not permit any use in violation of the DPA or applicable data protection laws.

Notices

We may provide notices under these Terms by email to your admin or billing contact on record, by in-product messaging, or by posting on the Website. Notices are deemed given when sent or posted. You will send legal notices to Kleerr at privacy@kleerr.com (with subject line: Legal Notice) or to any other email or address we designate in writing.

Limitation Period

To the extent permitted by law, any claim arising out of or relating to the Website or the Services must be brought within one (1) year after the claim accrues; otherwise, such claim is permanently barred.

Entire Agreement

These Terms (including the sections referenced herein), our Privacy Policy, any applicable Order Form(s), any SLA expressly referenced in an Order Form, and any executed Data Processing Addendum constitute the entire agreement between you and Kleerr regarding the Website and the Services (if purchased) and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

Assignment

You may not assign these Terms without our prior written consent, except to an Affiliate or in connection with a merger, reorganization, or sale of substantially all assets, provided the assignee assumes all obligations.

We may assign these Terms without restriction.

Reporting and Contact

This website is operated by Kleerr.

Should you become aware of misuse of the website including libelous or defamatory conduct, you must report it to the Company at support@kleerr.com.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to support@kleerr.com.