TERMS OF SERVICE

Webacy, Inc.

Last Updated: March 19, 2026

The following terms and conditions ("**Terms of Service**") govern all use of the Webacy website, platform, and associated products and services (collectively, the "**Service**"). The Service is owned and operated by Webacy, Inc. ("**Webacy**", "**us**", "**we**", or "**our**"). The Service is offered subject to your acceptance without modification of all the terms and conditions contained herein.

BY USING OR ACCESSING ANY PART OF THE SERVICE, YOU (AND THE ENTITY YOU REPRESENT) ("YOUR,", "YOUR", "USER") AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN; IF YOU DO NOT AGREE, DO NOT USE OR ACCESS THE SERVICE.

Arbitration and Class Action Waiver

WE HAVE CERTAIN REQUIREMENTS THAT YOU AGREE TO ARBITRATE DISPUTES YOU MAY HAVE WITH US - AND WAIVE RIGHTS TO BRING CLASS ACTION LAWSUITS. PLEASE SEE THE "GOVERNING LAW; DISPUTES" SECTION BELOW FOR MORE INFORMATION.

Services

Webacy provides a suite of blockchain security, due diligence, and data intelligence tools and services, including but not limited to:

- Webacy API Services – Programmatic access to Webacy's blockchain due diligence, risk scoring, wallet analysis, and threat detection data via RESTful APIs and other interfaces made available by Webacy from time to time.
- Webhook Services – Event-driven notifications that allow Users to receive real-time updates on activity, risk events, and other blockchain data signals.
- SDK – Software development kits that allow developers to integrate Webacy's data and functionality into their own applications and services.
- Reporting & Analysis Tools – Front-end web and application interfaces for viewing, querying, and analyzing blockchain security and due diligence data, including dashboards, reports, and visualization tools.
- Webacy App – Consumer and enterprise-facing applications providing risk assessments, risk monitoring, and blockchain security insights.
- Additional Services and Features – From time to time, Webacy may offer other services or features, including beta, experimental, or limited-access functionality. These may be subject to separate terms or usage restrictions.

Your access to Services, specific features, performance, and pricing will be determined by your subscription plan ("Subscription Plan") as set forth in your account settings or by a separate agreement, as applicable.

Webacy may change or remove any features or functions at any time without notice.

Changes to the Terms of Service

Webacy reserves the right to modify or replace any of the terms or conditions of these Terms of Service at any time. You will be notified of such changes by email, account notification, or a notice posted on the Site. Your continued use of the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes; provided that, with respect to any Services that are provided on a subscription basis, such changes will go into effect beginning with the next subscription term (provided further that, you are notified of such changes at least ten (10) days prior to the date on which your option to cancel any renewal expires). Notwithstanding the foregoing, any changes required by law or regulation will be immediately effective.

Change of the Service

The Service is under continuous development and may be subject to changes, including in versions, functionality, pricing, and layout. New functionality and features added at a later stage may be subject to separate terms and payment. Services, features, and functionalities that are currently free may be subject to payment at a later stage, which may require the User to sign up for a paid Subscription Plan to continue using such Services, features, and functionalities.

Feedback

If you provide ideas, suggestions, or other feedback to Webacy in connection with the Service (such as suggestions for improvements to the Service) ("Feedback"), you acknowledge that the Feedback is not confidential and you grant Webacy (and our successors and assigns) a perpetual, irrevocable, worldwide, sublicensable, transferrable, royalty-free, fully paid-up right and license to use, reproduce, display, perform, distribute, sell, and otherwise fully exploit all Feedback for any purposes.

Third-Party Services

The Service may permit you to link to the third party websites or applications or services ("Third-Party Services"). For example, our functionality may allow you to connect your self-custodial cryptocurrency wallet (such as Metamask) and artificial intelligence services (such as Claude) to the Service. Such Third-Party Services are not under Webacy's control, and you acknowledge that Webacy is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of them. Webacy does not warrant that its connection to any particular Third-Party Services will be continuous, stable, or permanent. You further acknowledge and agrees that Webacy shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods, information, or services available on or through any such offerings, websites, or services.

User Account, Login, Password, and User Information

To access our Services, you may be required to create a User account on the Site or through our API registration process. This may include creation of a login and password or API credentials to access the Service.

When you sign up for a User account, you agree to provide accurate, current, and complete information as prompted by any registration forms or as otherwise requested by Webacy ("User Information").

To access paid Subscription Plans or consume additional API credits, additional information may be necessary, including payment information. You represent that you are a legal owner of, and that you are authorized to provide us with, all User Information necessary to facilitate your use of the Service.

Your User account is personal and is only meant for you. You may not share your login details or API keys with third parties beyond what is expressly permitted under your Subscription Plan, nor register another person's name, address, or other contact information to your personal profile. You are responsible for ensuring that your information is correct and up to date. Your password, login details, and API credentials shall be stored in a safe location.

You are responsible for maintaining the confidentiality of your account, password, and API keys, and for restricting access to your systems. You agree to accept sole responsibility for any and all activities that occur under your account, password, or API credentials.

If you believe your User Information, login, password, or API credentials have been compromised, or that another person is accessing your account through unauthorized means, you agree to notify us immediately at the email: info@webacy.com.

Acceptable Use

You must use the Service in accordance with applicable laws and regulations and in accordance with these Terms of Service.

You must not use bots, crawlers, scrapers, or other automated means to access or collect data or other content from the Service in a manner that exceeds permitted API rate limits or that circumvents any technical access controls. You must not modify, adapt, or attempt to hack the Service or modify another website so as to falsely imply that it is associated with any Service or Webacy.

You are responsible for ensuring that the data you upload, the information you post, and any other content you share does not:

  • contain false, misleading, or otherwise erroneous information or data;
  • contain harmful material, such as viruses or malicious code;
  • infringe someone else's copyrights, trademarks, or other intellectual property rights;
  • contain sensitive or special categories of personal data without appropriate authorization;
  • contain information that may be received as offensive, harassing, or insulting; or
  • contain information, data, or content that is obtained through illegal or improper means, or is otherwise illegal.

You may only register a username or handle deemed appropriate by Webacy. Usernames may not be offensive, profane, threatening, sexually explicit, misleading, or deceitful, nor associated with a name or trademark actively used by someone else. You may not sell or in any other way transfer your username, handle, or User account without our prior written consent. Webacy may replace, modify, or delete usernames, handles, and respective accounts that are not in accordance with these Terms of Service.

You agree not to use the Service or any data obtained through the Service to: (i) violate any applicable laws or regulations, including without limitation securities laws, anti-money laundering laws, or privacy laws; (ii) engage in any market manipulation or fraudulent activity; (iii) harass, abuse, threaten, or harm any third party; or (iv) build a competing product or service that substantially replicates the core functionality of the Webacy Services using data or outputs derived from the Service.

User Content

"User Content" refers to any data, information, code, or material that is created, submitted, uploaded, or otherwise provided by Users or Teams on the Site or through the Service, including but not limited to queries, configurations, uploaded datasets, and API inputs.

You alone are responsible for any of your User Content that may be lost or unrecoverable through your use of the Site or Service.

You retain ownership of your original User Content. You do not retain ownership of User Content that is publicly available elsewhere or is owned by another User, Webacy, or any third party.

By submitting User Content to the Service, you grant Webacy a non-exclusive, transferable, royalty-free, fully paid-up, worldwide right and license to use, process, store, and display your User Content a appropriate or otherwise helpful to operate, maintain, and improve the Service, and for purposes of fraud prevention, security monitoring, and product development.

We reserve the right to reject and/or remove any User Content that we believe, in our sole discretion, violates these Terms of Service or a third party's rights.

Webacy AI Features

Webacy may provide AI-powered features and tools (collectively, "AI Features") that generate outputs ("Outputs") in response to User inputs ("Inputs") by leveraging artificial intelligence, machine learning models, and/or third-party AI services. Inputs are also User Content.

The AI Features may share User Inputs with third-party AI service providers to generate Outputs. Webacy may change such service providers from time to time.

Outputs may not be unique across users and the AI Features may generate the same or similar output for different users. Given the probabilistic nature of machine learning, Outputs may result in incorrect, incomplete, or outdated information. The User should independently evaluate and confirm the accuracy of any Output before relying on it for any purpose, including but not limited to investment decisions, compliance determinations, or security assessments.

The User is responsible and liable for the information it shares through an Input, including potential confidential, proprietary, or private information and personal data. Users should not submit personally identifiable information, confidential business information, or sensitive financial data through AI Features unless expressly permitted by their Subscription Plan and Webacy's Privacy Policy.

API Access, Data Use, and Restrictions

Webacy's API Services and SDKs provide access to blockchain data, risk scores, wallet analysis, and other data products (collectively, "Webacy Data"). Access to and use of Webacy Data is subject to the following:

- You may use Webacy Data only for lawful purposes and in accordance with your Subscription Plan.
- You may not resell, redistribute, sublicense, or otherwise make Webacy Data available to third parties as a standalone data product or API service without Webacy's prior written consent.
- You may not use Webacy Data to train, fine-tune, or develop competing machine learning models or data products without Webacy's prior written consent.
- You may not attempt to reverse-engineer, reconstruct, or infer the underlying methodologies or models used to generate Webacy Data.
- You must implement appropriate security measures to protect API keys and prevent unauthorized access to Webacy Data.
- You must comply with all rate limits and usage quotas associated with your Subscription Plan. Exceeding rate limits may result in temporary suspension of API access.

Webacy retains all rights, title, and interest in and to Webacy Data, including all intellectual property rights therein. Nothing in these Terms of Service grants you any ownership interest in Webacy Data.

User Representations

You represent, covenant, and warrant that: (i) you will use the Site and Service only in compliance with all applicable laws and regulations, and in a way that will not harm the Service or anyone else's use of it; (ii) the information you provide us is true, accurate, and complete, as you are solely responsible for such information; (iii) your use of the Site or Services does not violate any agreements with any third parties; and (iv) if you are accepting these Terms of Service on behalf of a company or other legal entity, you have the authority to bind that entity to these Terms of Service.

All User Content must comply with applicable laws. You agree that any User Content you post does not and will not violate any law or infringe any rights of any third party.

You further represent, covenant, and warrant that you will not: (i) try to reverse engineer, disassemble, decompile, extract, or decipher the Service or software making up the Service; (ii) navigate or search the Service with any tool, software, agent, engine, or other means other than through Webacy's provided interfaces; (iii) use the Service in a way that could impair, overburden, damage, or disable any portion of the Service; (iv) copy or mirror any material contained on the Site or the Service (unless expressly permitted herein); or (v) use the Service to facilitate any illegal activity or to circumvent any technical or contractual access controls.

Subscription Plans and Changes

Webacy offers various Subscription Plans that govern access to Services, API rate limits, data access, and pricing. Details of current Subscription Plans are available on the Webacy pricing page. Users may change their Subscription Plan online through their account settings.

If you upgrade your Subscription Plan, you and your Team members will be allowed to start using the additional features applicable to the new plan immediately. If you upgrade from another paid subscription, you will be charged the price of the new Subscription Plan and your subscription period will reset.

If you downgrade your plan, you will continue to have access to the features of the previously acquired Subscription Plan until the end of the then-current subscription period. You will be charged the amount associated with the new Subscription Plan and have access only to the features of the new Subscription Plan at the end of the relevant subscription period.

Users on Custom or Enterprise Subscription Plans will need to contact their account manager in order to modify or terminate their subscription, as self-service changes may not be available for custom agreements.

Overage Charges

Users may set an overage threshold within their account settings to control usage beyond their plan's included limits. When usage exceeds the included quota, overage charges will accrue at the applicable overage rate for your Subscription Plan and will be automatically charged to your payment method on file at the end of the billing cycle.

Service Suspension for Non-Payment or Limit Breach

If overage charges are not paid, or if a User reaches their usage limits without upgrading to a higher Subscription Plan or purchasing additional credits, Webacy reserves the right to suspend or terminate access to the Service immediately and without notice until the outstanding balance is resolved or the User upgrades their plan.

Payment Processing Delays

If there is any delay in processing a payment, including overage charges, subscription renewal fees, or any other amounts owed, access to the Service will be suspended until the payment is successfully processed and confirmed. Webacy is not responsible for any interruption in service resulting from a payment processing delay, regardless of cause.

Termination of Subscription

You may terminate your subscription at any time. You are solely responsible for properly canceling your account. Any prepaid amounts will not be refunded. At the end of the subscription period, you will be charged any overage amounts applicable to your Subscription Plan.

You will have access to the Service for the remaining period corresponding to the prepaid amount. Upon termination, your API keys and access credentials will be deactivated.

Deletion of Data

Upon termination of a Subscription Plan, your account data (including but not limited to User Information, API credentials, and User Content) may be deleted without prior notice. You must therefore export any data you wish to retain prior to the end of the subscription period. For additional information, see our Privacy Policy.

Certain data uploaded or generated through the Service may be retained by Webacy as permitted by applicable law and Webacy's Privacy Policy, including for purposes of fraud prevention, security monitoring, legal compliance, and service improvement.

Deletion of Your Account

You may delete your account at any time by contacting info@webacy.com or through your account settings. The deletion of your User account will not release you from any obligations incurred in accordance with your Subscription Plan or by breach of these Terms of Service.

Prices and Payment Terms

The subscription fee ("Subscription Fee") varies according to the Subscription Plan. Usage in excess of the agreed quotas for API calls, data points, or other usage metrics under any Subscription Plan (overage) will be payable in arrears.

The Subscription Fee is exclusive of all direct and indirect taxes, charges, fees, and duties, including but not limited to any applicable sales tax, VAT, or withholding tax. The User will bear any tax costs, including any applicable local taxes.

The Subscription Fee is subject to change upon thirty (30) days' notice from us. Such notice may be provided at any time through the Webacy website, the Service, or by email. Your continued use of the Service after receiving this notice will be understood as your acceptance of the new Subscription Fee.

There are no refunds or credits for termination of your account before the end of any prepaid service period. Webacy reserves the right to suspend the Service in the case of non-payment.

API Credits, Usage, and Compute Units

"Credits" or "API Credits" or "Compute Units" are how Webacy may denominate paid usage. Credits or Compute Units allow you to flexibly use Webacy's API Services, Webhooks, SDK, and related features. The number of Credits or Compute Units ascribed to each Subscription Plan is described in the applicable pricing documentation. Unused Credits or Compute Units may expire at the end of each billing period unless otherwise specified in your Subscription Plan.

Payment Method

If you choose a paid Subscription Plan, Webacy will require payment via credit card, debit card, ACH, or other payment methods made available by Webacy from time to time. Card payments are processed via a third-party service provider (such as Stripe, Inc. or similar). All payments are subject to the terms and conditions of the applicable payment processor, which may be amended from time to time.

Webacy does not store card data. All card data is stored by our payment processor. The User may update or remove stored payment information in their account settings. In the case a payment method is rejected, the User may update their payment information to complete the transaction.

Intellectual Property Rights

Webacy retains all rights to all elements of the Service and Webacy Data. This includes, but is not limited to, rights and ownership in algorithms, source code, object code, accompanying documentation, user interface design, graphics, illustrations, data, risk scoring methodologies, machine learning models, trade secrets, trademarks, know-how, copyrights, and all other intellectual property rights.

The Webacy name, logo, and all related product and service names, design marks, and slogans are trademarks and service marks of Webacy Inc. You may not use any Webacy trademarks without our prior written consent.

Marketing

Subject to your prior written consent, the User agrees that Webacy may list and/or identify a User's name (including by displaying User's trademark) to identify the business relationship between the parties on Webacy's website and in other marketing and advertising collateral. You may withdraw such consent at any time by contacting info@webacy.com.

Teams

The Teams feature allows Users to collaborate on the Webacy platform. Administrative Users ("Admins") shall be responsible for choosing the Subscription Plan, making payments, and managing team access. Admins shall have the following capabilities:

1. create one or more Teams, including editing their public profile;
2. invite other Users to collaborate on the Team, exclude Users from the Team, and dissolve the Team;
3. define different privilege levels (e.g., Viewer, Editor, Admin) for each User with access to the Team; and
4. transfer content and API credentials within the Team.

All Users on a Team shall ensure compliance with these Terms of Service by themselves and the other Users on the Team.

Free Access for Community Users

Webacy may offer free access to certain Services for community Users and Teams ("Community Users"). Community Users are Users or Teams that are not subscribed to a paid Subscription Plan.

As a Community User, you acknowledge that you may only use the Service in a way that does not substantially affect the capacity or performance of the infrastructure. Webacy sets the limit for when use of the Service is deemed to substantially affect capacity, at its sole discretion.

Community Users may not create multiple accounts or Teams in order to circumvent the need to upgrade to a paid Subscription Plan or to exceed free tier usage limits. Webacy determines, at its sole discretion, if a User abuses the Service by creating multiple accounts or Teams.

Suspension and Termination of Services

Webacy reserves the right to at any time determine whether a use of the Service is in violation of these Terms of Service and to suspend, revoke, limit, or terminate your and/or your Team's access to any part of the Service if Webacy, at its sole discretion, suspects or concludes that the Service is being used in violation of these Terms of Service. Webacy will take reasonable steps to notify you of the suspension or removal of your account, providing you with the reason for the action and any available options for redress, where such notice is practicable.

Webacy reserves the right to terminate any account or suspend any API key immediately and without notice in cases involving suspected fraud, security threats, abuse, or illegal activity.

Transfer of Rights

Webacy is entitled to transfer its rights and obligations pursuant to these Terms of Service to a third party as part of a merger, acquisition, sale of assets, or other organizational change. You may not assign your rights or obligations under these Terms of Service to any third party without Webacy's prior written consent.

Warranty Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE AND WEBACY DATA ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND. WEBACY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, AND FITNESS FOR A PARTICULAR PURPOSE.

WEBACY MAKES NO WARRANTIES WITH RESPECT TO ANY OUTPUT OR THIRD-PARTY SERVICES.

WEBACY DOES NOT WARRANT THAT: (I) THE SERVICE WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE FROM BUGS, DEFECTS, OR OMISSIONS; (II) WEBACY DATA IS ACCURATE, COMPLETE, CURRENT, OR RELIABLE; (III) RESULTS OBTAINED FROM USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; OR (IV) ANY ERRORS IN THE SERVICE WILL BE CORRECTED WITHIN ANY SPECIFIC TIME PERIOD.

WEBACY DATA IS DERIVED FROM PUBLICLY AVAILABLE BLOCKCHAIN DATA AND THIRD-PARTY SOURCES THAT WEBACY DOES NOT CONTROL. WEBACY DOES NOT REPRESENT THAT WEBACY DATA IS ACCURATE OR COMPLETE, AND IT SHOULD NOT BE RELIED UPON AS THE SOLE BASIS FOR ANY FINANCIAL, LEGAL, COMPLIANCE, OR SECURITY DECISION. THE SERVICE AND ASSOCIATED DATA MAY CONTAIN INACCURACIES, TYPOGRAPHICAL ERRORS, AND OTHER ERRORS. YOU UNDERSTAND THAT YOU ARE USING ANY AND ALL INFORMATION AVAILABLE THROUGH THE SERVICE AT YOUR OWN RISK.

THE SERVICE IS PRIMARILY CONTROLLED AND OPERATED FROM FACILITIES IN THE UNITED STATES. ALTHOUGH THE SERVICE MAY BE ACCESSIBLE WORLDWIDE, WEBACY DOES NOT CLAIM, AND CANNOT

GUARANTEE, THAT THE SERVICE IS OR WILL BE APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR LOCATION OR JURISDICTION, OR THAT IT COMPLIES WITH THE LAWS OF ANY PARTICULAR JURISDICTION.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WEBACY, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, AND LICENSORS SHALL IN NO EVENT BE LIABLE FOR:

- ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR WEBACY DATA;
- OUTPUT
- THIRD-PARTY SERVICES
- PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE;
- ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY INFORMATION, INCLUDING PERSONAL OR FINANCIAL INFORMATION, STORED THEREIN;
- ANY ERRORS, MISTAKES, LOSSES, DAMAGE, OR UNAUTHORIZED ACCESS RESULTING FROM THE USE OF THIRD-PARTY APPLICATIONS BY YOU, BY YOUR END USERS, OR BY US ON YOUR BEHALF;
- ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE;
- ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY;
- ANY ERRORS OR OMISSIONS IN ANY CONTENT OR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE;
- LOSSES ARISING FROM YOUR RELIANCE ON WEBACY DATA FOR FINANCIAL, INVESTMENT, COMPLIANCE, SECURITY, OR OTHER DECISIONS;
- ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; OR
- ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF REPUTATION, OR LOSS OF GOODWILL ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICE.

THE FOREGOING LIMITATIONS APPLY WHETHER OR NOT SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT, OR OTHER LEGAL THEORY, EVEN IF WEBACY HAS BEEN ADVISED OF OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

ANY CLAIMS FOR DAMAGES MUST BE NOTIFIED TO US WITHIN NINETY (90) CALENDAR DAYS OF THE DATE YOU FIRST KNEW OR REASONABLY SHOULD HAVE KNOWN OF THE EVENT GIVING RISE TO SUCH CLAIM. ANY LAWSUIT RELATIVE TO ANY SUCH CLAIM MUST BE FILED WITHIN ONE (1) YEAR OF THE DATE OF THE CLAIM.

WEBACY'S TOTAL CUMULATIVE LIABILITY TO YOU IN CONNECTION WITH THE SERVICE IS IN ALL EVENTS LIMITED TO THE AMOUNTS PAID BY YOU FOR THE SERVICE DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM.

Indemnification

You agree to defend, indemnify, and hold harmless Webacy and its affiliates, officers, directors, employees, agents, licensors, and service providers from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to: (i) your User Content; (ii) your use of the Service or Webacy Data; (iii) your violation of any applicable law or regulation or the rights of any third party; (iv) your violation of these Terms of Service; or (v) any misuse of API keys, credentials, or access provided to you.

Privacy Policy

Webacy takes the privacy of its users seriously. We strongly urge you to review our Privacy Policy. The policy let's you know about how we treat the information you provide to us – and who we disclose such information to. The policy is located on the Site. We have endeavored to make our policy very straightforward and clear. That said, if you have any questions about how we treat your personally identifiable information, please email us aa the email provided in the policy.

Force Majeure

Webacy will not be liable to you for any delay or failure to perform any obligation under this Agreement (if the delay or failure is due to events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, pandemic, riot, natural disaster, failure or diminishment of telecommunications, or refusal of a license by a government agency. Any issues with any third-party artificial intelligence solutions used by Webacy (such as 'hallucinations') will be deemed force majeure events outside of Webacy's control.

Electronic Communications

When you use the Service or send e-mails to Webacy, you are communicating with Webacy electronically. You hereby consent to receive communications from us electronically. You agree that all agreements, notices, disclosures and other communications that Webacy provides to you electronically satisfy any legal requirement that such communications be in writing.

Notice

All legal notices to Webacy for breach must be addressed in writing, and sent by registered or certified mail, to: 548 Market St, PMB 31797, San Francisco, California 94104-5401. All other notices, or if you have general questions regarding these Terms of Service or the Service, must be sent to info@webacy.com.

Webacy may provide notices to you via email or account notification.

Governing Law; Disputes

Governing Law. These Terms of Service are governed by the laws of California, USA, without regard to conflict of law provisions.

Let's Try To Work It Out. Ideally, if you have any concerns or complaint against Webacy, we would like to resolve the issue without resorting to formal court or arbitration proceedings. Therefore, before filing a claim against Webacy in court, you agree to try to resolve the dispute informally by contacting us as set

forth in the "Notice" section above. Webacy will attempt to resolve the dispute informally (and will contact you via email). If a dispute is not resolved within thirty (30) days of submission, you may bring a formal proceeding.

Arbitration. Any disputes that are not settled informally as contemplated above shall be settled by binding arbitration in accordance with the rules and procedures ("Rules") of the American Arbitration Association ("AAA"). The Rules will be AAA's Consumer Arbitration Rules if available. Arbitration shall be conducted by one (1) arbitrator selected in accordance with the Rules. In the event any telephonic or other streamlined procedures are available – they will be used. The written decision of the arbitrator shall be final and binding on the parties and enforceable in any court.   The arbitration proceeding shall take place in Santa Clara, California using the English language. Notwithstanding the foregoing, either party may bring claims for equitable or injunctive relief before a court (see the "*Going to Court*" section below) at any time.

Process. A form for initiating arbitration proceedings is available on the AAA's site at www.adr.org. In addition to filing this form with the Rules, the party initiating the arbitration must mail a copy of the completed form to the opposing party. You must send your copy to Webacy at: Webacy, Inc., 548 Market St, PMB 31797, San Francisco, California 94104-5401 (Attn: Arbitration). In the event we initiate arbitration against you, we will send a copy of the completed form to the email address or physical address we have on file.

Evidence. If your claim does not exceed $10,000, then the arbitration will be conducted solely on the basis of documents we and you submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds $10,000, your right to a hearing will be determined by the Rules. Subject to the Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Fees. The parties will each bear their own costs and expenses associated with arbitration – and responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

No Class Actions. You may only resolve disputes with Webacy on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

Modifications. Notwithstanding any provision in this Agreement to the contrary, you and we agree that if we make any amendment to the foregoing arbitration terms or conditions (other than an amendment to any notice address or site link) in the future, such amendment shall not apply to any claim that was filed in a legal proceeding against Webacy prior to the effective date of the amendment. In addition, you shall have the right to reject any such amendment by notifying Webacy in writing within thirty (30) days of the date that you are first notified of the amendment (according to the procedures set forth above in this Section). In the event you so reject an amendment, the amendment will not apply to you – but this Section will otherwise remain in full force and effect (according to the pre-amendment version you had already agreed to).

Going to Court. Subject to the arbitration provision above, you agree that the exclusive jurisdiction and venue for all disputes arising in connection with this Agreement shall be in the state and Federal courts located in Santa Clara, California. You hereby submit to such jurisdiction and venue.

THE TERMS AND CONDITIONS IN THIS SECTION WILL NOT APPLY TO THE EXTENT PROHIBITED OR OTHERWISE.

General

Assignment. These Terms of Service are not assignable, transferable or sublicensable by you except with Webacy's prior written consent. Webacy may transfer, assign or delegate these Terms of Service and its rights and obligations without consent.

Entire Agreement. These Terms of Service, together with any applicable addenda, order forms, or separate written agreements executed by both parties, constitute the entire agreement between you and Webacy with respect to the subject matter hereof and supersede all prior and contemporaneous understandings and agreements.

Severability. If any provision of these Terms of Service is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

Waiver. No waiver of any term or condition of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and Webacy's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

No Third-Party Beneficiaries. These Terms of Service are for the sole and exclusive benefit of the parties hereto and their respective permitted successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms of Service.

Webacy Inc.