



Headset Terms of Service

Last modified: May 19, 2026

Thank you for signing up to receive one or more of the proprietary platforms and related services provided by Headset, Inc., a Delaware corporation (“Headset,” “we,” “us,” or “our”). These Terms of Service, together with any applicable Order, Data Processing Addendum, Privacy Policy, and any other terms incorporated by reference, form a binding agreement (the “Agreement”) between Headset and the entity accepting this Agreement or using the Headset Services (“Customer,” “you,” or “your”).

This Agreement is effective as of the date Customer first: (a) clicks “Accepted and Agreed To” or similar language; (b) enters into an Order with Headset; or (c) accesses or uses any Headset Service.

1. Headset Services

Headset provides proprietary software-as-a-service platforms, data products, analytics tools, reporting services, artificial intelligence features, and related services, including Bridge™, Retailer™, Insights™, and any other products or services made available by Headset from time to time (collectively, the “Headset Services”).

The Headset Services are designed to help retailers, brands, vendors, and other cannabis-related businesses access market intelligence, analytics, operational insights, and related tools. The specific Headset Services available to Customer are those identified in the applicable Order or otherwise made available through Customer’s account.

2. Definitions

For purposes of this Agreement:

“Add-On” means an integration, application, connector, plug-in, or other add-on used with the Headset Services.

“Affiliate” means any entity that controls, is controlled by, or is under common control with a party, where “control” means ownership of more than fifty percent (50%) of the voting securities or the power to direct management or affairs.

“Aggregate/Anonymous Data” means data, learnings, logs, statistics, metrics, or other information that has been aggregated, anonymized, deidentified, or otherwise processed so that it does not identify Customer, any Authorized User, or any individual.

“AI Features” means artificial intelligence, machine learning, generative AI, natural language, chat-based, recommendation, summarization, forecasting, classification, or similar automated features made available through the Headset Services.

“Authorized User” means an individual employee of Customer authorized to access and use the Headset Services on Customer’s behalf and for Customer’s internal business purposes. Contractors may be Authorized Users only if permitted by Headset in writing or in the applicable Order.

“Confidential Information” means non-public information disclosed by one party to the other that is identified as confidential or should reasonably be understood to be confidential based on the nature of the information or the circumstances of disclosure. Headset Confidential Information includes the Headset Services, Licensed Data, Data Derivatives, product plans, technical information, performance information, non-public APIs, system prompts, model behavior, and non-public documentation.

“Customer Data” means data, content, prompts, files, instructions, information, Third-Party Content, or other materials submitted to, collected through, generated from, or processed by the Headset Services by or on behalf of Customer, including Submitted Data, Retailer Data, Customer Personal Data, AI Inputs, and AI Outputs, except to the extent separately defined as Headset property under this Agreement.

“Customer Personal Data” has the meaning given in the DPA.

“Data Derivatives” means compilations, arrangements, analyses, reports, scores, summaries, articles, derivative works, or other works of authorship that incorporate, are derived from, make use of, or are based on Licensed Data.

“Documentation” means Headset’s technical, product, or user documentation made available for the Headset Services.

“DPA” means Headset’s Customer Data Processing Addendum made available at Headset’s legal page or otherwise incorporated into an Order.

“Feedback” means suggestions, comments, ideas, corrections, ratings, recommendations, or other feedback regarding Headset, the Website, the Headset Services, AI Features, or any Headset product or service.

“Licensed Data” means data made available by Headset to Customer through the Headset Services, as further described in Section 4. Licensed Data does not include Customer Data.

“Order” means an ordering document, online sign-up flow, subscription page, statement of work, or other ordering process that references this Agreement or otherwise identifies the Headset Services purchased or made available to Customer.

“Privacy Policy” means Headset’s Privacy Policy made available on the Website.

“Retailer Data” means data collected from or through Customer’s use of Retailer or related integrations, including sales records, point-of-sale data, inventory information, and related operational data.

“Submitted Data” means data uploaded, inputted, transmitted, or otherwise submitted by or on behalf of Customer to the Headset Services, including Third-Party Content.

“Subscription Term” means the initial subscription term and any renewal term for the applicable Headset Service as specified in the Order.

“Third-Party Content” means content, data, materials, or information that Customer provides to Headset from Customer’s third-party data providers, service providers, platforms, systems, or integrations.

“Third-Party Product” means any Add-On, application, integration, software, model, API, service, system, infrastructure, or product not developed solely by Headset.

“User” means any individual who accesses or uses the Headset Services through Customer’s account or credentials, whether authorized or unauthorized.

“Website” means the website operated by Headset at headset.io and related subdomains.

3. Account Registration and Use

Customer must register an account to access the Headset Services. Customer must provide accurate, current, and complete account information and keep that information up to date.

Customer is responsible for all activity under its account and for maintaining the confidentiality of user IDs, passwords, API keys, tokens, and other access credentials. Customer must not share access credentials with unauthorized persons. Customer must promptly terminate access for any Authorized User who no longer requires access and must promptly notify Headset of any suspected unauthorized access or security breach.

Any personal information provided during account registration or use of the Headset Services is governed by the Privacy Policy and, where applicable, the DPA.

4. Right to Use the Headset Services and Licensed Data

4.1 Access Rights

Subject to Customer’s compliance with this Agreement and any applicable Order, Headset grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right during the applicable Subscription Term to access and use:

- (a) the Headset Services identified in the applicable Order;
- (b) the Licensed Data made available through those Headset Services; and
- (c) the Data Derivatives made available through those Headset Services,

solely for Customer's internal business purposes and in accordance with this Agreement, the applicable Order, and the Documentation.

4.2 Authorized Users

Customer may permit Authorized Users to access and use the Headset Services solely on Customer's behalf and for Customer's internal business purposes. Customer is responsible and liable for all acts and omissions of its Authorized Users and any other Users who access the Headset Services through Customer's account or credentials.

4.3 Restrictions

Customer must not, and must not permit any User or third party to:

- (a) rent, lease, sell, resell, sublicense, distribute, provide, or otherwise make available the Headset Services, Licensed Data, or Data Derivatives to any third party except as expressly permitted by this Agreement;
- (b) use the Headset Services, Licensed Data, or Data Derivatives to provide services for a third party or for time-sharing, service bureau, outsourcing, or similar purposes;
- (c) copy, modify, translate, adapt, or create derivative works of the Headset Services, Licensed Data, or Data Derivatives except as expressly permitted by this Agreement;
- (d) reverse engineer, decompile, disassemble, translate, or otherwise attempt to derive source code, underlying ideas, algorithms, prompts, model behavior, file formats, non-public APIs, or non-public methods from the Headset Services;
- (e) circumvent, disable, or interfere with any security, access control, usage limit, rate limit, or technical restriction;
- (f) publicly disseminate performance information, benchmarking results, availability information, or other non-public information about the Headset Services;
- (g) remove, obscure, or alter proprietary notices;
- (h) use the Headset Services, Licensed Data, Data Derivatives, AI Features, AI Inputs, or AI Outputs to develop, train, improve, or operate a competing product or service;
- (i) use the Headset Services in violation of applicable law or third-party rights; or
- (j) access or use the Headset Services in a manner that could harm the security, integrity, availability, or performance of the Headset Services or any third-party system.

5. Customer Data

5.1 Ownership of Customer Data

As between the parties, Customer retains all right, title, and interest in and to Customer Data, except for rights expressly granted to Headset under this Agreement.

Customer grants Headset a non-exclusive, worldwide, royalty-free license to collect, process, use, store, transmit, copy, modify, create derivative works from, and otherwise use Customer Data as necessary or useful to:

- (a) provide, operate, maintain, secure, support, and improve the Headset Services;
- (b) perform Headset's obligations under this Agreement and any Order;
- (c) prevent or address service, security, support, or technical issues;
- (d) comply with applicable law;
- (e) create Aggregate/Anonymous Data; and
- (f) exercise Headset's rights under this Agreement.

5.2 Aggregate/Anonymous Data

Headset may generate Aggregate/Anonymous Data from Customer Data and from use of the Headset Services. As between the parties, Headset owns all Aggregate/Anonymous Data and may use it for any lawful business purpose during and after the term of this Agreement, including to develop, improve, analyze, benchmark, market, and provide Headset products and services and to create reports, insights, analytics, and other materials.

Headset will not disclose Aggregate/Anonymous Data in a manner that directly identifies Customer, any Authorized User, or any individual, except as permitted by this Agreement or Customer's instructions. Customer acknowledges that Aggregate/Anonymous Data may identify or reflect products, categories, brands, markets, regions, or other commercial attributes, provided it does not directly identify Customer except as permitted by this Agreement or an Order.

5.3 Customer Responsibilities for Customer Data

Customer is responsible for Customer Data and represents and warrants that:

- (a) Customer has obtained all rights, consents, permissions, and authorizations necessary for Customer Data to be collected, submitted, processed, used, disclosed, and shared as contemplated by this Agreement;
- (b) Customer Data does not and will not violate applicable law or third-party rights, including intellectual property, privacy, publicity, confidentiality, contractual, or data protection rights;
- (c) Customer will not submit Customer Data that Customer is not authorized to provide; and
- (d) Customer will comply with all applicable laws and third-party terms relating to Customer Data.

5.4 Security

Headset will use commercially reasonable technical and organizational measures designed to protect Customer Data against unauthorized access, use, disclosure, alteration, or destruction. Customer acknowledges that no system or transmission is completely secure, and Headset does not guarantee that unauthorized access, use, disclosure, alteration, or destruction will never occur.

5.5 Storage and Retention

The Headset Services are not intended to serve as Customer's system of record or archival storage system unless expressly stated in an Order. Headset does not guarantee that Customer Data will be preserved indefinitely. Upon expiration or termination of the applicable Subscription Term, Customer's right to access Customer Data through the Headset Services may cease, and Headset may delete Customer Data in accordance with this Agreement, the DPA, the Privacy Policy, and Headset's standard retention practices.

5.6 Customer-Directed Sharing

If Customer enables sharing settings, accepts an invitation, connects an integration, authorizes an Add-On, or otherwise directs Headset to share Customer Data with a third party, Headset may share the applicable Customer Data with that third party. Customer may request that Headset stop sharing Customer Data by changing applicable account settings or contacting Headset, and Headset will use commercially reasonable efforts to honor such request.

5.7 Data Processing

To the extent Headset processes Customer Personal Data on behalf of Customer, Headset will process such Customer Personal Data in accordance with the DPA.

6. AI Features

6.1 AI Features Generally

Headset may make AI Features available through the Headset Services, including chat interfaces, natural language search, summaries, explanations, recommendations, forecasts, classifications, insights, and other AI-generated or AI-assisted functionality.

AI Features are part of the Headset Services and are subject to this Agreement. Headset may add, remove, suspend, modify, limit, or discontinue AI Features at any time.

6.2 Usage Limits and Availability

Headset may set, change, enforce, or remove usage limits for AI Features at any time, including limits on prompts, messages, tokens, queries, uploads, rate of use, frequency of use, users, workflows, or supported use cases.

Headset may suspend, throttle, disable, or modify AI Features where Headset determines that doing so is necessary or appropriate to protect cost controls, security, performance, availability, legal compliance, product integrity, other customers, third-party providers, or the Headset Services.

6.3 AI Inputs and Outputs

Customer and its Users are responsible for all prompts, instructions, messages, files, data, content, and other materials submitted to AI Features (“AI Inputs”). Responses, summaries, recommendations, analyses, forecasts, text, charts, classifications, explanations, or other materials generated by AI Features are “AI Outputs.”

AI Outputs may be inaccurate, incomplete, outdated, misleading, duplicative, or unsuitable for Customer’s intended use. Customer is responsible for independently reviewing, validating, and determining whether to rely on or use any AI Output.

Customer must not rely on AI Outputs as the sole basis for business, legal, regulatory, financial, medical, safety, employment, investment, or other material decisions.

6.4 No Professional Advice

AI Features do not provide legal, financial, tax, regulatory, medical, safety, employment, investment, or other professional advice. Customer is responsible for obtaining appropriate professional advice and for independently verifying AI Outputs before relying on them.

6.5 Use of AI Inputs, Outputs, and Logs

Headset may process AI Inputs, AI Outputs, usage logs, conversation history, feedback, and related metadata to provide, operate, maintain, secure, support, analyze, and improve the Headset Services and AI Features, including to monitor quality, evaluate performance, troubleshoot errors, prevent abuse, develop new features, and improve Headset products and services.

Headset’s use of AI Inputs, AI Outputs, and related data remains subject to this Agreement, the DPA, and the Privacy Policy, as applicable.

6.6 Sensitive and Unauthorized Information

Customer is responsible for ensuring that it has all rights, permissions, and consents necessary to submit AI Inputs. Customer must not submit information to AI Features that Customer is not authorized to provide, including third-party confidential information, regulated data, personal information, sensitive business information, or protected information, except as permitted under this Agreement, the DPA, the Privacy Policy, and the applicable Order.

6.7 Third-Party AI Providers

Headset may use Third-Party Products, including third-party models, APIs, infrastructure, hosting providers, and AI service providers, to provide AI Features. Such providers may process AI Inputs, AI Outputs, usage logs, and related metadata as needed to provide, secure, support, analyze, or improve the AI Features, subject to applicable contractual, privacy, and security obligations.

Headset is not responsible for Third-Party Products except to the extent expressly required by this Agreement.

6.8 AI Restrictions

Customer must not, and must not permit any User or third party to, use AI Features to:

- (a) violate applicable law or third-party rights;
- (b) generate, upload, transmit, or distribute unlawful, harmful, deceptive, infringing, defamatory, discriminatory, malicious, or abusive content;
- (c) attempt to discover, extract, copy, or reconstruct any model, model weights, system prompts, hidden instructions, source code, training data, non-public data, non-public methods, or security controls;
- (d) circumvent or bypass usage limits, content filters, safety systems, or security controls;
- (e) use AI Outputs to train, improve, or develop a competing product, service, model, or dataset;
- (f) misrepresent AI Outputs as human-generated where doing so would be misleading or unlawful;
- (g) make automated decisions about individuals where prohibited by law or without required human review; or
- (h) submit malware, code, data, prompts, or instructions intended to disrupt, manipulate, exfiltrate, or compromise the Headset Services or any third-party system.

6.9 Similar Outputs

Customer acknowledges that AI Features may generate the same or similar outputs for multiple customers or users, especially where prompts or underlying data are similar. Headset does not represent that AI Outputs are unique to Customer.

7. Customer Obligations

Customer agrees to:

- (a) use the Headset Services only in accordance with this Agreement, applicable Orders, Documentation, and applicable law;

(b) obtain all rights, releases, permissions, and consents required for Customer Data and Third-Party Content to be collected, used, processed, disclosed, and shared as contemplated by this Agreement;

(c) comply with all third-party terms applicable to Third-Party Products used in connection with the Headset Services;

(d) ensure that Customer Data and Customer's use of the Headset Services do not violate third-party rights or applicable law;

(e) maintain accurate account, billing, and contact information;

(f) protect access credentials and prevent unauthorized access;

(g) promptly notify Headset of unauthorized access, security incidents, or misuse; and

(h) ensure that Authorized Users comply with this Agreement.

Customer is responsible for all activity under Customer's account and all use of the Headset Services by Users.

8. Support and Professional Services

Headset may provide web-based support, onboarding, implementation, deployment, training, configuration, or other services as described in an Order or Headset's then-current support policies.

Customer's use of deliverables provided as part of support or professional services is subject to this Agreement and limited to Customer's internal business use during the applicable Subscription Term.

Headset's ability to provide support and professional services depends on Customer's reasonable and timely cooperation and the accuracy and completeness of information provided by Customer.

9. Fees and Payment

Customer will pay all fees set forth in each Order. Except as expressly stated in an Order or required by law, fees are non-cancelable and non-refundable.

Customer is responsible for all taxes, duties, levies, and similar governmental charges arising from its purchases, excluding taxes based on Headset's net income.

If Customer fails to pay amounts when due, Headset may suspend access to the Headset Services until payment is received. Customer remains responsible for all fees during any suspension period.

10. Term and Termination

10.1 Term

This Agreement begins on the Effective Date and continues until all Subscription Terms have expired or been terminated.

10.2 Subscription Term

Each Subscription Term is specified in the applicable Order. If no start date is specified, the Subscription Term begins when Customer first obtains access to the applicable Headset Service.

Customer may not cancel or terminate a Subscription Term except as expressly permitted by this Agreement or the applicable Order.

10.3 Suspension

Headset may suspend Customer's access to any or all Headset Services if:

- (a) Customer fails to pay amounts when due;
- (b) Customer breaches this Agreement or an Order;
- (c) Customer's use creates risk of harm, liability, security issues, or service disruption;
- (d) suspension is necessary to comply with law or third-party requirements;
- (e) suspension is necessary to protect the security, availability, stability, integrity, or performance of the Headset Services; or
- (f) Headset reasonably determines that Customer's use of AI Features or other Headset Services violates this Agreement or applicable law.

Headset will have no liability for suspension under this Section. Unless the Agreement has been terminated, Headset will use commercially reasonable efforts to restore access once the issue requiring suspension has been resolved.

10.4 Termination for Cause

Either party may terminate this Agreement or any Order if the other party:

- (a) materially breaches this Agreement and fails to cure the breach within thirty (30) days after written notice;
- (b) commits a material breach that cannot be cured;
- (c) ceases operations without a successor; or
- (d) becomes subject to bankruptcy, receivership, assignment for the benefit of creditors, or similar proceedings that are not dismissed within sixty (60) days.

Headset may terminate this Agreement or any Order immediately if Customer materially breaches the restrictions in Sections 4, 6, or 7, misuses Licensed Data, misuses AI Features, compromises the security of the Headset Services, or repeatedly violates this Agreement.

10.5 Effect of Termination

Upon expiration or termination of this Agreement, an Order, or a Subscription Term:

- (a) Customer's rights to access and use the applicable Headset Services, Licensed Data, and Data Derivatives will cease;
- (b) Customer must stop using the applicable Headset Services, Licensed Data, Data Derivatives, Documentation, passwords, access codes, and Headset Confidential Information;
- (c) Customer's right to access Customer Data through the applicable Headset Services will cease;
- (d) Headset may delete Customer Data in accordance with this Agreement, the DPA, the Privacy Policy, and its standard retention practices; and
- (e) if Headset terminates for cause, unpaid fees for the remaining Subscription Term will become immediately due.

10.6 Survival

Sections intended by their nature to survive will survive expiration or termination, including Sections 2, 4.3, 5, 6, 9, 10.5, 10.6, 11, 12, 13, 14, 15, 16, and 17.

11. Confidential Information

11.1 Confidentiality Obligations

The receiving party may use Confidential Information only to perform or exercise rights under this Agreement. The receiving party must not disclose Confidential Information except to employees, contractors, advisors, affiliates, or service providers who need to know it for that purpose and are bound by confidentiality obligations at least as protective as those in this Agreement.

The receiving party must protect Confidential Information using at least reasonable care and must promptly notify the disclosing party of any unauthorized use or disclosure of Confidential Information.

11.2 Exclusions

Confidential Information does not include information that the receiving party can show:

- (a) is or becomes public through no fault of the receiving party;
- (b) was known by the receiving party without confidentiality obligations before disclosure;
- (c) is received from a third party without breach of confidentiality obligations; or

(d) is independently developed without use of or reference to the disclosing party's Confidential Information.

11.3 Required Disclosure

The receiving party may disclose Confidential Information to the extent required by law, subpoena, court order, or governmental authority, provided that, where legally permitted, the receiving party gives prompt notice and reasonably cooperates with efforts to seek confidential treatment or limit disclosure.

11.4 Injunctive Relief

Unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages are inadequate. The disclosing party may seek injunctive or equitable relief in addition to any other remedies.

11.5 Trade Secret Immunity Notice

Nothing in this Agreement limits any rights under the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1833(b), including immunity for disclosure of trade secrets made in confidence to government officials or attorneys solely for reporting or investigating suspected legal violations, or in sealed court filings.

12. Intellectual Property and Feedback

12.1 Headset IP

Headset retains all right, title, and interest in and to the Headset Services, Website, Documentation, Licensed Data, Aggregate/Anonymous Data, Data Derivatives, AI Features, software, models, prompts, workflows, interfaces, designs, graphics, logos, trademarks, algorithms, methods, and all related intellectual property.

Except for the limited rights expressly granted in this Agreement, Headset grants Customer no rights in or to Headset intellectual property.

12.2 Customer Data

Customer retains rights in Customer Data as described in Section 5.

12.3 Feedback

Customer and Users may provide Feedback to Headset. Headset may use, disclose, publish, keep secret, modify, commercialize, or otherwise exploit Feedback without restriction, attribution, compensation, or obligation to Customer or any User.

13. Indemnification

13.1 Headset Indemnification

Headset will defend, indemnify, and hold harmless Customer and its officers, directors, employees, affiliates, successors, and assigns from and against third-party claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from:

- (a) allegations that written materials, images, logos, or other content made available by Headset through the Headset Services infringe a third party's copyright, trademark, trade secret, privacy, or confidentiality right; or
- (b) Headset's violation of applicable law.

Headset's obligations do not apply to claims arising from:

- (a) Customer Data or Third-Party Content;
- (b) Customer's use of the Headset Services in violation of this Agreement;
- (c) modifications made by or on behalf of Customer;
- (d) combinations with products, services, data, or materials not provided by Headset;
- (e) Customer's continued use after Headset provides notice or a modification that would avoid the claim; or
- (f) AI Outputs where the claim arises from Customer's AI Inputs, Customer's use of AI Outputs, or Customer's failure to review or validate AI Outputs.

13.2 Customer Indemnification

Customer will defend, indemnify, and hold harmless Headset and its officers, directors, employees, affiliates, successors, and assigns from and against third-party claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from:

- (a) Customer Data, Third-Party Content, AI Inputs, or Customer's use of AI Outputs;
- (b) Customer's use, misuse, or failure to use the Headset Services;
- (c) unauthorized disclosure or exposure of personal information, confidential information, Customer Data, or Third-Party Content caused by Customer or its Users;
- (d) allegations that Customer Data, Third-Party Content, AI Inputs, or Customer's use of AI Outputs infringe or violate third-party rights;
- (e) Customer's violation of applicable law; or
- (f) Customer's breach of this Agreement or any Order.

13.3 Procedure

The indemnified party must promptly notify the indemnifying party of the claim, reasonably cooperate in the defense, and allow the indemnifying party to control the defense and settlement. The indemnifying party may not settle any claim in a manner that requires the indemnified party to admit fault, pay amounts not covered by indemnity, or assume ongoing obligations without the indemnified party's prior written consent, not to be unreasonably withheld.

14. Disclaimers

THE HEADSET SERVICES, WEBSITE, DOCUMENTATION, LICENSED DATA, DATA DERIVATIVES, AGGREGATE/ANONYMOUS DATA, AI FEATURES, AND AI OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE."

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HEADSET DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, AND ERROR-FREE OPERATION.

HEADSET DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT:

- (a) THE HEADSET SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS;
- (b) LICENSED DATA, DATA DERIVATIVES, CUSTOMER DATA, AI OUTPUTS, OR OTHER MATERIALS WILL BE ACCURATE, COMPLETE, CURRENT, PRESERVED, OR ERROR-FREE;
- (c) THE HEADSET SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED, OR AVAILABLE;
- (d) AI FEATURES WILL PRODUCE RELIABLE, UNIQUE, LAWFUL, OR APPROPRIATE OUTPUTS;
- (e) SECURITY MEASURES WILL PREVENT ALL UNAUTHORIZED ACCESS; OR
- (f) THIRD-PARTY PRODUCTS WILL BE AVAILABLE, SECURE, OR ERROR-FREE.

HEADSET WILL NOT BE RESPONSIBLE OR LIABLE FOR THIRD-PARTY PRODUCTS, THIRD-PARTY CONTENT, CUSTOMER PERSONAL DATA RECEIVED IN BREACH OF THIS AGREEMENT, CUSTOMER'S AUTHORIZED DISCLOSURES OR SHARING OF CUSTOMER DATA, OR DECISIONS OR ACTIONS TAKEN OR NOT TAKEN BASED ON THE HEADSET SERVICES, LICENSED DATA, DATA DERIVATIVES, AI FEATURES, OR AI OUTPUTS.

ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST PERIOD AND MAXIMUM EXTENT PERMITTED BY LAW.

15. Limitation of Liability

15.1 Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HEADSET'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WITH RESPECT TO ANY CUSTOMER WILL NOT EXCEED THE TOTAL FEES PAID BY OR ON BEHALF OF THAT CUSTOMER TO HEADSET FOR THE APPLICABLE HEADSET SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

15.2 Excluded Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, OR ASSIGNS WILL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOSS OF GOODWILL, LOSS OF DATA, BUSINESS INTERRUPTION, OR COSTS OF SUBSTITUTE SERVICES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.3 Scope

The limitations in this Section apply regardless of the form of action and even if any limited remedy fails of its essential purpose, except to the extent prohibited by law.

16. Third-Party Products and Integrations

Customer may choose to use Third-Party Products with the Headset Services. Third-Party Products may access, transmit, modify, delete, disclose, or collect Customer Data depending on Customer's configuration and authorization.

Customer is solely responsible for:

- (a) deciding whether to use Third-Party Products;
- (b) ensuring Customer has the right to provide or make available Third-Party Content;
- (c) complying with third-party terms;
- (d) configuring Third-Party Products and permissions; and
- (e) consequences of Customer's use of Third-Party Products.

Headset does not warrant, support, control, or assume responsibility for Third-Party Products or Third-Party Content unless expressly stated in an Order. Headset is not responsible for Customer Data after it is transmitted, copied, removed, or accessed outside the Headset Services by Customer, a Third-Party Product, or a third party authorized by Customer.

17. General Terms

17.1 Independent Contractors

The parties are independent contractors. Neither party is an agent, partner, joint venturer, fiduciary, or representative of the other, and neither party may bind the other.

17.2 Notices

Headset may provide notices by email to Customer's account contact, through the Headset Services, or by posting on the Website. Notices sent by email are deemed received twenty-four (24) hours after sending.

Customer may send legal notices to Headset at support@headset.io or any other address designated by Headset for legal notices. Notices sent by Customer are deemed received seventy-two (72) hours after sending, unless earlier confirmed by Headset.

17.3 Force Majeure

Neither party will be liable for delay or failure to perform, other than payment obligations, caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, internet or utility failures, government action, embargoes, epidemics, pandemics, or failures of third-party providers.

17.4 Assignment

Customer may not assign this Agreement or any rights or obligations under it without Headset's prior written consent. Any attempted assignment in violation of this Section is void. Headset may assign this Agreement in connection with a merger, acquisition, corporate reorganization, sale of assets, or by operation of law.

This Agreement binds and benefits the parties and their permitted successors and assigns.

17.5 Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, it will be interpreted to fulfill its intended purpose to the maximum extent permitted by law, and the remaining provisions will remain in effect.

17.6 No Waiver

A waiver must be in writing and signed by the waiving party. Failure to enforce a provision is not a waiver of future enforcement.

17.7 Governing Law and Venue

This Agreement is governed by the laws of the State of Washington and applicable federal law, without regard to conflicts of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington, for all disputes arising out of or relating to this Agreement.

17.8 Conflicts

If there is a conflict between documents, the order of precedence is: (a) the applicable Order; (b) these Terms of Service; and (c) online policies, including the Privacy Policy and DPA, unless a policy expressly states that it supersedes these Terms of Service for a specific subject.

17.9 Construction

This Agreement will not be construed for or against either party based on authorship.

17.10 Export Compliance

Customer must not access, use, export, re-export, or transfer the Headset Services, software, technology, or related materials in violation of U.S. export control, sanctions, or other applicable laws. Customer must not permit access to the Headset Services from embargoed or sanctioned countries or by prohibited parties.

17.11 Changes to Terms

Headset may amend these Terms of Service from time to time by posting an updated version on the Website or within the Headset Services. If changes are material, Headset will use commercially reasonable efforts to provide notice, such as by email or in-product notice.

Unless otherwise stated, amended Terms become effective thirty (30) days after posting. Customer's continued use of the Headset Services after the effective date constitutes acceptance of the amended Terms.

Headset may update the Privacy Policy, DPA, Documentation, support policies, and similar operational policies from time to time as described in those documents.

17.12 Attorneys' Fees

In any action or proceeding to enforce rights under this Agreement, the prevailing party is entitled to recover reasonable costs and attorneys' fees.

17.13 Entire Agreement

This Agreement, including all Orders and incorporated documents, is the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements, discussions, and understandings regarding that subject matter.