

TicketGenie (Customer) Terms of Service

1. Definitions

In these Terms of Service, the following terms shall have the meanings ascribed to them:

- **“Agreement”** means this Terms of Service agreement;
- **“Application”** means the TicketGenie application, an AI-powered virtual agent used for various purposes, including customer service, automating email replies, and serving as a Slackbot;
- **“Back Office”** means the TicketGenie back office;
- **“Genie User(s)”** means the visitors of the Customer Website that interact with the chatbot via the chat widget powered by the Application, individuals who send emails to customer support and receive a reply generated through the Application via email, as well as individuals who interact with the Slackbot.
- **“Customer User(s)”** means the Customer’s employee users that use the Service;
- **“DPA”** means Data Processing Agreement;
- **“Knowledge Base”** means the repository of information that the Application uses to provide accurate responses to Genie User’s inquiries, provided by the customer which includes a list of topics and FAQs;
- **“Party/Parties”** mean the parties to the Agreement, being Creative Fabrica and Customer;
- **“Services”** mean the Services as outlined in Clause 2 of this Agreement, as well as any additional services agreed upon between the Parties in writing;
- **“Start Date”** means the date as specified under Clause 4;
- **“Term”** means the term of the Agreement, as outlined in Clause 4;
- **“Website”** means the website of the Customer on which the Application is implemented.

2. Services

2.1 Creative Fabrica B.V. is the owner and developer of the TicketGenie application, an AI-powered chatbot and email automation used for customer support and information retrieval purposes (“Application”), and provides support relating to the implementation and customization of the Application. The contractual

relationship established herein is specific to the Services outlined in this Agreement and does not extend to the broader brand-related activities of Creative Fabrica B.V.

2.2 Creative Fabrica provides the following services (“Services”):

- a. grant of rights to access and use the Application;
- b. onboarding and personnel training consisting of training to the Customer team on how to use TicketGenie back office application (“Back Office”) providing best practices ongoing support for the use of the Application;
- c. hosting of the Back Office at in a separate environment, and will maintain and operate the Back Office;
- d. any additional services as agreed upon between the Parties.

2.3 In order for Creative Fabrica to fulfill its obligations under 2.1 and 2.2 of this Terms, and to ensure the functionality of the Application, Customer agrees to set up the widget integration by adding the url script on the Customer website (“Website”) and creating an HTML element with an id. Customer agrees to take all necessary and reasonable actions to enable Creative Fabrica to deliver the Services.

2.4 Customer agrees that it is their sole responsibility to complete and maintain the knowledge base, which shall serve as the repository of information that the Application uses to provide accurate responses to Genie User’s inquiries (“Knowledge Base”).

3. Pricing and payment

3.1 Customer may access the Service under a free tier with limited usage as specified in the fee structure. Once the free tier limit is reached, Customer acknowledges and agrees that the Service will be subject to the pricing specified in the fee structure for the applicable subscription plan.

3.2 Customer agrees to pay Creative Fabrica the Service Fee according to the fee structure available on the platform. The Service Fees set forth in the fee structure are excluding VAT.

3.3 The Service Fee shall be payable monthly against the invoice issued by Creative Fabrica after the end of each month. The due date shall be 30 (thirty) days from the date the invoice was issued, unless otherwise agreed between the Parties.

3.4 Creative Fabrica reserves the right to update the pricing for the Service at its discretion. In the event of a price update, Creative Fabrica shall provide written notice to Customer at least 30 days prior to the effective date of the new pricing. The

notice shall be sent to the email address provided by Customer during the registration process or any updated email address subsequently provided by Customer. Customer's continued use of the Service after the effective date of the new pricing shall constitute acceptance of the updated pricing.

4. Term

The term of this Agreement ("Term") shall commence on the day that Customer places an order for a subscription through the platform ("Start Date") or, if applicable, the first use of the free tier, and shall continue until the subscription is terminated by Customer in accordance with the provisions set forth herein.

5. Termination and Cancellation

5.1 Customer may terminate the subscription at any time by sending an email to genie@ticketgenie.ai, from the email address associated with their registered account. Such termination shall be effective upon receipt of the email by the account manager. The subscription shall remain active until the end of the month in which the subscription is terminated.

5.2 In the event of termination, Customer shall be responsible for any outstanding fees or charges incurred up to and including the effective date of termination. Creative Fabrica shall promptly deactivate the subscription and cease providing the Services to Customer upon termination.

5.3 Either Party may terminate the Agreement during the Term under any of the following circumstances:

- a. If the other Party is in a material breach of the Agreement that is not remedied within 14 days after receiving notice of the breach;
- b. If the other Party initiates or becomes subject to bankruptcy, insolvency, liquidation, winding up proceedings, or expresses an intention to cease trading in any manner.

5.4 In the event of termination, all obligations and responsibilities of both Parties under this Agreement shall cease, except for those that expressly survive termination.

6. Intellectual Property Rights

Creative Fabrica will exclusively have and maintain any and all Intellectual Property Rights. Intellectual Property Rights means the rights arising or used in connection with the services, or that are required to conduct the current and future activities of Creative Fabrica if any: (i) all patents, copyrights, moral rights, design rights, trademarks, trade and business names, service marks, domain names, computer software, including the benefit of all registrations of and applications to register any of the aforesaid items, and all rights in the nature of any of the aforesaid items, anywhere in the world; (ii) all trade secret, confidentiality and other proprietary rights, including all rights to know-how and other technical information; and (iii) the benefit of all licenses and permissions granted to or enjoyed by Creative Fabrica, if any, in respect of any of the foregoing. Notwithstanding the Term of this Agreement, the terms of this clause shall survive the Term of the Agreement.

7. Data Usage and Privacy

7.1 Customer is responsible for ensuring that they possess the lawful authority to process personal data belonging to the users of the Application (“Genie User(s)”) on their Website. The Customer provides Creative Fabrica with a license to use the personal data of Genie Users for the purpose of delivering the Services.

7.2 Creative Fabrica processes personal data belonging to Genie Users as specified in the Data Processing Agreement (“DPA”) which forms an integral part of this Agreement.

7.3 Creative Fabrica processes personal data belonging to Customer’s users (“Customer Users”) as specified in the ticketgenie.ai Privacy Policy, available at <https://www.iubenda.com/privacy-policy/13921581>.

8. Indemnification

The Parties agree to indemnify, defend and hold harmless the other Party and their parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any claim or demand, including reasonable attorneys’ fees, made by arising out of a breach of the terms of this Agreement.

9. Limitation of liability

9.1 Creative Fabrica will make its best efforts to ensure the continuation of the Application and Services provided under this Agreement. Customer acknowledges and understands that Creative Fabrica relies on third parties for the provision of some of these services, and that the Creative Fabrica cannot guarantee continuous or uninterrupted access to the Application Services. Creative Fabrica shall not be held liable for any interruptions or delays in the provision of services that are beyond its reasonable control, including but not limited to, interruptions or delays caused by third-party service providers. Customer agrees to indemnify and hold Creative Fabrica harmless from any and all claims, damages, or losses arising from the interruption or delay of services caused by third-party service providers.

9.2 Customer acknowledges and understands that the functionality, correctness of information, and reliability of the Application Services are dependent on the quality and completeness of the Knowledge Base provided by the Customer, and reliability of the Application Services may be influenced by the quality and performance of third-party software or services utilized in conjunction with the Application. Customer is responsible for providing accurate, complete, and relevant data. Creative Fabrica shall not be held responsible for any deficiencies or inaccuracies in the Application resulting from incomplete or inaccurate training data provided by the Customer and quality and performance of third-party software or services utilized. The Customer shall indemnify and hold harmless Creative Fabrica from any and all claims, damages, or losses arising from the use of incomplete or inaccurate training data.

9.3 Customer acknowledges and agrees that Creative Fabrica may use and analyze the data collected through the Application for its own internal purposes, including but not limited to, improving the functionality of the Application.

9.4 Creative Fabrica and Customer agree to comply with all applicable laws and regulations regarding the collection, use, and disclosure of data, and to obtain all necessary consents and permissions from data subjects for such collection, use, and disclosure.

9.5 Notwithstanding the Term of this Agreement, the terms of this clause shall survive the Term of the Agreement.

9.6 Under no circumstances shall the total liability of Creative Fabrica exceed the amount that Creative Fabrica would be entitled to invoice the Customer for services rendered during the most recent calendar year. Notwithstanding the Term of this

Agreement, the terms of this clause shall survive the Term of the Agreement. For those instances where liability may not be excluded or limited, liability shall be limited to the maximum extent permitted by law.

10. Restrictions

During the Term, Customer is prohibited from:

- a. Engaging in any attempt to reverse engineer, decompile, disassemble, or uncover the source code, object code, know-how, or algorithms associated with the Service or licensed to Ultimate for use in the Services.
- b. Modifying, translating, instructing, training, or creating derivative works based on the Service.

12. Relationship of Parties

Nothing contained in this Agreement shall be taken to establish any partnership, joint venture, or employment relationship.

13. Dispute Resolution

All disputes that may arise in connection with this Agreement or any agreements resulting from this Agreement will in first instance and on appeal be submitted to the competent court of Amsterdam, the Netherlands. Notwithstanding the Term of this Agreement, the terms of this clause shall survive the Term of the Agreement.

14. Governing Law

This Agreement will be construed by and governed in accordance with the laws of The Netherlands. The Parties submit to exclusive jurisdiction of the courts of The Netherlands.

15. Severability

In the event that any provision of this Agreement is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from this Agreement, such determination shall not affect the validity and enforceability of any other remaining provisions.

16. Headings

The titles or headings used for each clause in this Agreement are provided solely for convenience and reference purposes. The titles shall not be deemed to affect the interpretation or meaning of the clauses contained herein. The parties acknowledge and agree that the substance and intent of the clauses shall prevail over the titles or headings assigned to them.

17. Entire agreement

This Agreement, together with any documents referred to herein or executed contemporaneously by the Parties in connection herewith, constitutes the whole agreement between the Parties and supersedes any previous agreements or arrangements between them relating to the subject matter of this Agreement.

18. Amendment

Creative Fabrica may update this Agreement with 30 days notice. Any updates to the Agreement will be posted on a dedicated page on the website. By continuing to use the Services after the effective date of the updated Agreement, Customer accepts and agrees to be bound by the revised terms.

19. Successors

The Agreement shall remain binding on the Parties and shall extend to their respective successors and authorized assigns.