

## MUSE SYSTEMS, INC. d/b/a/ BANTOR TERMS OF SERVICE

*Effective Date: May 4, 2026 Last Updated: May 4, 2026*

**PLEASE READ THESE TERMS OF SERVICE CAREFULLY. THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER (SECTION 17) THAT AFFECT YOUR LEGAL RIGHTS. BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS.**

These Terms of Service ("Terms") form a binding agreement between MUSE SYSTEMS INC. a Delaware corporation ("Bantor," "we," "us," or "our"), and the individual or entity that accesses or uses the Service ("Customer," "you," or "your"). The Service is provided as a software-as-a-service offering for use by sales professionals and the businesses that employ them.

If you are using the Service on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms, and "Customer" refers to that organization. If you do not have such authority, or if you do not agree to these Terms, do not access or use the Service.

### **1. Definitions**

**1.1 "Account"** means the account a Customer or Authorized User creates to access the Service.

**1.2 "Authorized User"** means an individual whom Customer permits to use the Service under Customer's Account, including Customer's employees, contractors, or agents.

**1.3 "Customer Content"** means any audio, video, text, transcripts, notes, recordings, files, prompts, or other materials that Customer or its Authorized Users submit to, upload to, or generate through the Service, including the audio and transcripts of conversations Customer chooses to record.

**1.4 "Documentation"** means the user guides, help materials, and product documentation made available by Bantor at bantor.ai or within the Service.

**1.5 "Order Form"** means an ordering document, online checkout flow, or written agreement between Bantor and Customer specifying the Subscription Plan, fees, and term.

**1.6 "Service"** means the Bantor software-as-a-service platform, including the website at bantor.ai, the application at app.bantor.ai, any associated mobile or desktop applications, application programming interfaces, and related Documentation.

**1.7 "Subscription Plan"** means the tier of Service to which Customer subscribes (for example, a free, starter, team, or enterprise plan), as described on bantor.ai or in an applicable Order Form.

**1.8 "Third Party"** means any individual or entity other than Bantor and Customer, including individuals participating in conversations that Customer records or transcribes through the Service.

## **2. Eligibility, Accounts, and Authorized Users**

### **2.1 Eligibility**

You must be at least eighteen (18) years old and located in the United States to use the Service. The Service is offered solely to users in the United States; we do not market the Service to, and do not knowingly permit use by, individuals or entities outside the United States. If you access or use the Service from outside the United States, you do so at your own risk and are responsible for compliance with local laws.

### **2.2 Account Registration**

To access most features of the Service, you must create an Account. You agree to provide accurate, current, and complete information and to update it as needed. You are responsible for maintaining the confidentiality of your Account credentials and for all activity that occurs under your Account. You agree to notify Bantor promptly at [legal@bantor.ai](mailto:legal@bantor.ai) of any unauthorized use of your Account or any other suspected breach of security.

### **2.3 Self-Serve and Enterprise Customers**

Customers may subscribe to the Service through a self-serve online checkout, in which case the click-through acceptance binds the individual or organization identified at sign-up, or through a written or electronically signed Order Form, in which case the Order Form binds the organization named in it. Where an Order Form and these Terms conflict, the Order Form controls solely with respect to the Subscription Plan, fees, and term it specifies; in all other respects, these Terms apply.

### **2.4 Authorized Users**

Customer is responsible for the acts and omissions of its Authorized Users as if they were its own. Customer must ensure that each Authorized User is bound by, and complies with, these Terms. Authorized User accounts may not be shared, and login credentials may be used only by the individual to whom they are issued.

## **3. Free Trials, Subscription Plans, and Fees**

### **3.1 Free Trial**

Bantor may make the Service or specific features available on a free-trial basis. Free trials are offered for fourteen (14) days unless otherwise stated at sign-up. At the end of the free trial, the Account will convert to a paid Subscription Plan if Customer has provided a valid payment

method, or the Account will be downgraded or suspended if Customer has not. Free-trial usage is provided AS IS, without warranty or service-level commitment, and Bantor may modify or discontinue free trials at any time.

### **3.2 Subscription Term**

Subscription Plans are offered on a monthly or annual basis, as selected by Customer at the time of subscription or as set forth in an Order Form. Each subscription term will automatically renew for successive periods of the same length unless either party gives notice of non-renewal at least one (1) day before the end of the then-current term (for monthly subscriptions) or thirty (30) days before the end of the then-current term (for annual subscriptions).

### **3.3 Fees and Billing**

Customer agrees to pay all fees specified at the time of subscription or in the applicable Order Form. Fees are billed in advance, in U.S. dollars, and are charged to the payment method Customer provides. By providing a payment method, Customer authorizes Bantor (and its third-party payment processor) to charge that method for all fees due, including renewal fees, applicable taxes, and any overage or upgrade charges.

### **3.4 Taxes**

Fees are exclusive of taxes, and Customer is responsible for all sales, use, value-added, withholding, and similar taxes associated with its use of the Service, other than taxes based on Bantor's net income.

### **3.5 No Refunds**

All fees are non-refundable, except where required by law. Cancellations take effect at the end of the then-current billing period, and Customer will continue to have access to the Service through that date. Bantor does not provide refunds or credits for partial use, unused features, or early cancellation.

### **3.6 Late Payment and Suspension**

If a payment is not received by the due date, Bantor may, in its discretion, (a) charge interest at the lesser of 1.5% per month or the maximum rate permitted by law, (b) suspend the Service until payment is made in full, or (c) terminate the Account in accordance with Section 13.

### **3.7 Price Changes**

Bantor may change pricing for new subscription terms by posting updated pricing on [bantor.ai](https://bantor.ai) or by providing notice in accordance with Section 19. Price changes will not apply to the current paid term but will apply at renewal.

## 4. Use of the Service

### 4.1 License Grant

Subject to these Terms and Customer's payment of applicable fees, Bantor grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Service during the subscription term solely for Customer's internal business purposes.

### 4.2 Restrictions

Customer will not, and will not permit any Authorized User or Third Party to:

- access or use the Service except as expressly permitted by these Terms;
- copy, modify, translate, or create derivative works of the Service;
- reverse engineer, decompile, or attempt to discover the source code or underlying ideas of the Service, except to the extent this restriction is prohibited by applicable law;
- rent, lease, sell, sublicense, or otherwise transfer the Service to any Third Party;
- use the Service to build a competitive product or service or to benchmark with a competitive product or service;
- interfere with or disrupt the integrity or performance of the Service, including by introducing viruses, scraping, or sending automated traffic except through Bantor's documented APIs;
- attempt to gain unauthorized access to the Service or its related systems or networks; or
- remove, alter, or obscure any proprietary notices in the Service.

### 4.3 Acceptable Use

Customer agrees not to use the Service to record, transcribe, store, or process content that:

- Customer does not have the right to provide to Bantor;
- infringes or misappropriates a Third Party's intellectual property, privacy, publicity, or other rights;
- is unlawful, harassing, defamatory, threatening, hateful, or otherwise objectionable;
- contains protected health information subject to the Health Insurance Portability and Accountability Act ("HIPAA"), unless Bantor has separately agreed in writing and entered into a valid Business Associate Agreement (BAA). Customer is solely responsible for any unauthorized submission of such data;
- contains payment card data subject to PCI-DSS, government-issued identifiers, or other sensitive personal information that is not necessary for the conversation;
- relates to children under the age of thirteen (13) or to communications conducted in K–12 educational settings; or

- involves political campaigns, ballot measures, or elections, in each case where applicable law restricts the use of recordings or AI analytics in those contexts.

Bantor reserves the right, but is not obligated, to investigate and take action with respect to suspected violations of this Section 4.3, including suspending or terminating Accounts.

## **5. Customer Content**

### **5.1 Ownership**

As between Bantor and Customer, Customer owns and retains all right, title, and interest in and to Customer Content. Bantor does not claim ownership of Customer Content.

### **5.2 License to Bantor**

Customer grants Bantor a worldwide, non-exclusive, royalty-free, fully paid-up license to host, store, transmit, display, perform, copy, process, and otherwise use Customer Content solely as necessary to: (a) provide, maintain, and support the Service and to create Aggregated Data in accordance with Section 6.3; (b) generate transcripts, summaries, insights, and other outputs requested by Customer; (c) prevent or address technical, security, or fraud issues; and (d) comply with applicable law or valid legal process. The license terminates when the relevant Customer Content is deleted from the Service in accordance with Section 13.5, except to the extent retention is required by law or for the limited purposes set out in Section 6 (Aggregated Data).

### **5.3 Customer Representations**

Customer represents and warrants that: (a) Customer has all rights, consents, and permissions necessary for Bantor to host, process, and generate outputs from Customer Content as contemplated by these Terms; (b) Customer Content and Customer's use of the Service do not violate applicable law or these Terms; and (c) Customer has provided all notices and obtained all consents required by applicable privacy and recording laws with respect to individuals whose voices, images, or personal information appear in Customer Content (see Section 7). (d) Customer is solely responsible for determining the legality of any recording, transcription, or analysis conducted using the Service and acknowledges that Bantor does not provide legal advice regarding such laws.

## **6. AI Outputs and Aggregated Data**

### **6.1 AI-Generated Outputs**

The Service uses artificial intelligence and machine-learning technologies, including third-party large language models, to generate transcripts, summaries, scoring, insights, and other outputs ("AI Outputs"). AI Outputs may contain errors, omissions, or inaccuracies, including incorrect

transcriptions, mischaracterized statements, or hallucinated content. Customer is solely responsible for reviewing AI Outputs before relying on them. AI Outputs do not constitute legal, financial, medical, or other professional advice. Customer assumes all risk associated with any reliance on AI Outputs and agrees not to use AI Outputs as the sole basis for any employment, sales, financial, legal, medical, or other consequential decision.

## **6.2 No Training on Identifiable Customer Content**

Bantor will not use raw, identifiable Customer Content (including audio recordings, transcripts, or other identifiable inputs) to train, fine-tune, or otherwise improve the underlying machine-learning models that Bantor or its sub processors operate as general-purpose models., except that Bantor may use Aggregated Data as defined in Section 6.3 for model improvement and other lawful business purposes.

## **6.3 Aggregated and De-Identified Data**

Bantor may create aggregated, statistical, or de-identified data derived from Customer Content and use of the Service ("Aggregated Data"), and may use, commercialize, license, sell, and otherwise exploit Aggregated Data for any lawful business. Aggregated Data does not identify Customer, any Authorized User, or any individual, and Bantor will implement reasonable technical and organizational measures designed to ensure that Aggregated Data cannot reasonably be used to identify Customer or any individual. As between the parties, Bantor owns all Aggregated Data.

## **7. Recording, Transcription, and Consent**

### **7.1 Customer Responsibility**

**THE SERVICE PROVIDES TOOLS THAT ENABLE CUSTOMER TO RECORD, TRANSCRIBE, AND ANALYZE CONVERSATIONS. CUSTOMER IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR (A) DETERMINING WHETHER ITS USE OF THE SERVICE COMPLIES WITH APPLICABLE LAW, INCLUDING ALL FEDERAL AND STATE WIRETAP, ELECTRONIC COMMUNICATIONS, AND CALL-RECORDING LAWS, AND (B) PROVIDING ALL NOTICES TO, AND OBTAINING ALL CONSENTS FROM, EVERY PARTICIPANT IN A CONVERSATION BEFORE THAT CONVERSATION IS RECORDED OR TRANSCRIBED. BANTOR DISCLAIMS ANY RESPONSIBILITY FOR DETERMINING WHETHER CUSTOMER'S USE OF THE SERVICE COMPLIES WITH APPLICABLE RECORDING OR PRIVACY LAWS.**

Some U.S. jurisdictions require the consent of all parties to a conversation before it may be lawfully recorded; others require the consent of only one party. Customer is responsible for knowing which rules apply to each conversation Customer records, including conversations that cross state lines, and for obtaining whatever consents those rules require.

## **7.2 No Consent Mechanism Provided by Bantor**

Bantor does not, by default, play any audible disclosure or display any visual notice to Third Parties to a conversation. Bantor does not act as a "recording consent" service. Any disclosure, beep tone, in-call announcement, written notice, or other consent mechanism must be provided by Customer through Customer's own processes. Bantor has no obligation to provide, enforce, or verify any such consent mechanism, and disclaims any responsibility or liability arising from Customer's failure to obtain legally required consent. Customer acknowledges that Bantor has no ability to determine whether consent has been obtained and will not be liable for any failure to do so.

## **7.3 Customer Indemnity for Recording Claims**

Without limiting Section 16, Customer agrees to defend, indemnify, and hold harmless Bantor and its affiliates, officers, directors, employees, and agents from and against any claim, demand, action, loss, damage, liability, cost, or expense (including reasonable attorneys' fees) arising out of or related to, including without limitation any statutory damages, regulatory enforcement actions, class action claims, or governmental penalties, (a) Customer's recording, transcription, or analysis of any conversation through the Service, (b) any failure by Customer to provide notices or obtain consents required by applicable law, or (c) any allegation that Customer Content violates a Third Party's rights or applicable law.

## **7.4 Compliance with Other Laws**

Customer is also responsible for complying with all other laws applicable to its use of the Service, including those governing telemarketing, automated dialing, do-not-call lists, electronic communications, anti-spam, consumer protection, and privacy. Bantor makes no representation that the Service is, by itself, compliant with any specific regulatory regime.

## **8. Third-Party Services and Sub processors**

### **8.1 Sub processors**

Bantor uses third-party service providers ("Sub processors") to operate the Service, including for hosting, transcription, AI inference, telephony, email and messaging, error tracking, and analytics.

### **8.2 Third-Party Integrations**

The Service may integrate with third-party products and services that Customer chooses to connect to its Account, such as customer relationship management, calendar, video-conferencing, or messaging tools ("Third-Party Integrations"). Customer's use of any Third-Party Integration is governed by the terms and privacy practices of the relevant third party, not by these Terms. Bantor is not responsible for, and disclaims all liability for, Third-Party Integrations and their data handling practices.

## **9. Intellectual Property**

### **9.1 Bantor IP**

As between the parties, Bantor and its licensors own and retain all right, title, and interest in and to the Service, the Documentation, all Bantor trademarks and logos, all software underlying the Service, and all improvements, modifications, and derivative works thereof, including all related intellectual property rights. No rights are granted to Customer except those expressly set forth in these Terms.

### **9.2 Feedback**

If Customer or any Authorized User provides Bantor with suggestions, ideas, enhancement requests, or other feedback regarding the Service ("Feedback"), Customer hereby grants Bantor a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, sublicensable license to use, reproduce, modify, and otherwise exploit the Feedback for any purpose, without obligation or compensation to Customer.

### **9.3 Publicity**

Bantor may identify Customer as a customer and use Customer's name and logo on bantor.ai and in marketing materials, only with Customer's prior written consent (not to be unreasonably withheld or delayed). Customer may withdraw this consent at any time by writing to legal@bantor.ai, and Bantor will cease such use within a reasonable period after receipt.

## **10. Confidentiality**

Each party (the "Receiving Party") may receive non-public information of the other (the "Disclosing Party") that is marked or reasonably understood to be confidential ("Confidential Information"). Customer Content is the Confidential Information of Customer. The Service, Documentation, and non-public pricing are the Confidential Information of Bantor. The Receiving Party will: (a) use Confidential Information only to exercise its rights and perform its obligations under these Terms; (b) protect Confidential Information using at least the same care it uses for its own confidential information of like importance, and in no event less than reasonable care; and (c) not disclose Confidential Information to any Third Party except to its employees, contractors, advisors, and Subprocessors who have a need to know and are bound by confidentiality obligations at least as protective as those in this Section. Confidential Information does not include information that is or becomes publicly available without breach of these Terms, was independently developed without reference to Confidential Information, or was rightfully received from a Third Party without confidentiality obligation. The Receiving Party may disclose Confidential Information to the extent required by law, provided it gives the Disclosing Party reasonable advance notice (where lawful) so the Disclosing Party may seek a protective order.

## 11. Privacy

Bantor's collection, use, and disclosure of personal information is described in the Bantor Privacy Policy at [bantor.ai/privacy](https://bantor.ai/privacy). The Privacy Policy is incorporated into these Terms by reference. By using the Service, Customer acknowledges and agrees that Customer Content may contain personal information, and Customer is responsible for ensuring that Bantor's processing of such personal information as a service provider or processor is lawful under applicable privacy law. Customers requiring a Data Processing Addendum may request one from [privacy@bantor.ai](mailto:privacy@bantor.ai). To the extent Bantor processes personal information on behalf of Customer, Bantor will act as a service provider/processor and process such data solely to provide the Service.

## 12. Warranty Disclaimer

**THE SERVICE, INCLUDING ALL AI OUTPUTS, IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, BANTOR DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. BANTOR DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE; THAT AI OUTPUTS WILL BE ACCURATE, COMPLETE, OR FIT FOR ANY PARTICULAR USE; OR THAT DEFECTS WILL BE CORRECTED. NO ADVICE OR INFORMATION OBTAINED BY CUSTOMER FROM BANTOR OR THROUGH THE SERVICE CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.**

## 13. Term and Termination

### 13.1 Term

These Terms are effective as of the date Customer first accepts them and continue until the Account is terminated as provided in this Section.

### 13.2 Termination for Convenience

Customer may cancel its Subscription Plan at any time through its Account settings or by contacting [legal@bantor.ai](mailto:legal@bantor.ai). Cancellation takes effect at the end of the then-current billing period, except where law requires otherwise.

### 13.3 Termination for Cause

Either party may terminate these Terms and any subscription on written notice if the other party (a) materially breaches these Terms and fails to cure the breach within thirty (30) days after receipt of written notice, or (b) becomes insolvent, makes a general assignment for the benefit of creditors, or has a petition in bankruptcy filed by or against it that is not dismissed within sixty (60) days.

### **13.4 Suspension**

Bantor may suspend Customer's access to the Service immediately, without prior notice, if Bantor reasonably believes that (a) Customer's use poses a security, legal, or operational risk to Bantor, the Service, or any Third Party; (b) Customer has materially breached Sections 4 (Use of the Service), 5.3 (Customer Representations), or 7 (Recording Consent); or (c) suspension is required by law or legal process. Bantor will use commercially reasonable efforts to notify Customer of the suspension and to restore access once the underlying issue is resolved.

### **13.5 Effect of Termination**

On termination of an Account, all rights granted to Customer under these Terms cease, and Customer will lose access to the Service and to Customer Content stored in the Service. For thirty (30) days after termination, Customer may request export of Customer Content by emailing [legal@bantor.ai](mailto:legal@bantor.ai), after which Bantor will delete or de-identify Customer Content within a commercially reasonable period, except for (a) Aggregated Data and (b) information Bantor is required by law to retain. Termination does not relieve Customer of any obligation to pay fees accrued before termination.

### **13.6 Survival**

The following sections survive termination of these Terms: 1 (Definitions), 3.5 (No Refunds), 5.1 (Ownership), 6.3 (Aggregated Data), 7.3 (Customer Indemnity), 9 (Intellectual Property), 10 (Confidentiality), 12 (Warranty Disclaimer), 13.5 (Effect of Termination), 13.6 (Survival), 14 (Limitation of Liability), 15 (Indemnification), 16 (Indemnification Procedure), 17 (Disputes; Arbitration), 18 (Governing Law), and 20 (General).

## **14. Limitation of Liability**

### **14.1 Exclusion of Indirect Damages**

**TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, OR DATA, ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE, INCLUDING CLAIMS ARISING UNDER PRIVACY, DATA PROTECTION OR RECORDING LAWS, REGARDLESS OF THE**

**THEORY OF LIABILITY AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**14.2 Cap on Liability**

**TO THE FULLEST EXTENT PERMITTED BY LAW, BANTOR'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE WILL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO BANTOR FOR THE SERVICE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. FOR FREE-TIER OR FREE-TRIAL USE, BANTOR'S TOTAL CUMULATIVE LIABILITY WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US\$100).**

**14.3 Exclusions**

The limitations in this Section 14 do not apply to: (a) Customer's payment obligations; (b) either party's breach of Section 10 (Confidentiality); (c) Customer's indemnification obligations under Sections 7.3 and 15; (d) Customer's violation of Section 4 (Use of the Service); or (e) liability that cannot be limited under applicable law.

**14.4 Allocation of Risk**

Customer acknowledges that the limitations in Sections 12 and 14 are an essential element of the bargain between the parties and that the fees for the Service reflect this allocation of risk, and agrees that the limitations apply regardless of the form of action, whether in contract, tort, strict liability, or otherwise.

**15. Indemnification by Customer**

In addition to Section 7.3, Customer agrees to defend, indemnify, and hold harmless Bantor and its affiliates, officers, directors, employees, and agents from and against any claim, demand, action, loss, damage, liability, cost, or expense (including reasonable attorneys' fees) arising out of or related to: (a) Customer Content, including any claim that Customer Content infringes or misappropriates a Third Party's rights or violates applicable law; (b) Customer's breach of these Terms or applicable law; or (c) Customer's misuse of the Service.

**16. Indemnification Procedure**

Bantor will promptly notify Customer of any claim subject to indemnification under these Terms, provided that Bantor's failure to give prompt notice will not relieve Customer of its obligations except to the extent Customer is materially prejudiced. Customer will have sole control over the defense and settlement of any indemnified claim, provided that any settlement that imposes any

non-monetary obligation on, or includes any admission of fault by, Bantor requires Bantor's prior written consent (not to be unreasonably withheld). Bantor may participate in the defense at its own expense.

## **17. Disputes; Binding Arbitration; Class Waiver**

**PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES YOU TO RESOLVE DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION AND LIMITS THE WAYS YOU CAN SEEK RELIEF FROM BANTOR.**

### **17.1 Informal Resolution**

Before initiating any formal dispute, the party raising the issue will send written notice describing the dispute to the other party (to legal@bantor.ai for notices to Bantor), and the parties will attempt in good faith to resolve the dispute for at least thirty (30) days.

### **17.2 Binding Arbitration**

Any dispute, claim, or controversy arising out of or relating to these Terms or the Service that is not resolved through informal resolution will be resolved by binding individual arbitration administered by JAMS under its then-current Streamlined Arbitration Rules and Procedures (or, for claims exceeding US\$250,000, its Comprehensive Arbitration Rules). The arbitration will be conducted in Wilmington, Delaware, or, at Customer's election, by remote videoconference. Judgment on the award may be entered in any court of competent jurisdiction.

### **17.3 Class Action Waiver**

**CUSTOMER AND BANTOR EACH AGREE THAT ANY DISPUTE WILL BE BROUGHT IN AN INDIVIDUAL CAPACITY ONLY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING.**

### **17.4 Small Claims Carve-Out**

Either party may bring an individual action in small-claims court of competent jurisdiction in lieu of arbitration, so long as the action remains in that court and proceeds on an individual basis.

### **17.5 Injunctive Relief Carve-Out**

Either party may seek injunctive or other equitable relief in court for actual or threatened infringement, misappropriation, or violation of intellectual property rights or breaches of confidentiality obligations.

## **17.6 Opt-Out**

Customer may opt out of the arbitration agreement and class waiver in this Section 17 by sending a signed written notice to Bantor at [legal@bantor.ai](mailto:legal@bantor.ai) within thirty (30) days after first accepting these Terms. The notice must include Customer's name, account email, and a statement that Customer wishes to opt out of arbitration. Opting out will not affect any other provision of these Terms.

## **17.7 Severability of Arbitration Provisions**

If the class waiver in Section 17.3 is found unenforceable, the entire Section 17 (other than this sentence) is null and void and the parties agree that the dispute will be resolved exclusively in the courts described in Section 18.

## **18. Governing Law and Venue**

These Terms are governed by the laws of the State of Delaware, without regard to its conflict-of-laws principles. Subject to Section 17, the parties consent to the exclusive jurisdiction of the state and federal courts located in Wilmington, Delaware for any action not subject to arbitration. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

## **19. Modifications to the Terms or the Service**

### **19.1 Modifications to These Terms**

Bantor may modify these Terms from time to time. For material changes, Bantor will provide at least thirty (30) days' advance notice by posting the updated Terms at [bantor.ai/terms](https://bantor.ai/terms), sending an email to the address associated with Customer's Account, and providing in-app notice. For non-material changes, Bantor may post the updated Terms without separate notice. Customer's continued use of the Service after the effective date of the updated Terms constitutes acceptance. If Customer does not agree to the updated Terms, Customer must stop using the Service before the effective date and may cancel as described in Section 13.2.

### **19.2 Modifications to the Service**

Bantor may modify, add, or remove features of the Service at any time. Bantor will use reasonable efforts not to make changes that materially diminish the functionality of a paid Subscription Plan during a paid term. Customer's sole remedy for a materially diminishing change is to cancel the affected subscription and receive a pro-rata refund of pre-paid, unused fees, notwithstanding Section 3.5.

## **20. General**

## **20.1 Notices**

Notices to Bantor must be sent to legal@bantor.ai. Notices to Customer may be sent to the email address associated with Customer's Account or to a contact identified in an Order Form. Notices are deemed given when received (for email) or three (3) business days after deposit with a national courier (for physical mail).

## **20.2 Assignment**

Customer may not assign or transfer these Terms, by operation of law or otherwise, without Bantor's prior written consent. Any attempted assignment in violation of this Section is void. Bantor may assign these Terms in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, these Terms bind and inure to the benefit of the parties and their successors and permitted assigns.

## **20.3 Force Majeure**

Neither party will be liable for any delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, including acts of God, war, terrorism, civil unrest, government action, labor disputes, internet or telecommunications failures, pandemic, or third-party service disruptions.

## **20.4 Independent Contractors**

The parties are independent contractors. These Terms do not create a partnership, joint venture, agency, fiduciary, or employment relationship.

## **20.5 No Third-Party Beneficiaries**

There are no Third-Party beneficiaries to these Terms.

## **20.6 Severability**

If any provision of these Terms is held unenforceable, that provision will be reformed only to the extent necessary to make it enforceable, and the remaining provisions will remain in full force and effect.

## **20.7 Waiver**

No waiver of any provision of these Terms is effective unless in writing and signed by the waiving party. A failure to enforce any provision is not a waiver of the right to enforce it later.

## **20.8 Government Use**

The Service is "commercial computer software" and "commercial computer software documentation" as those terms are used in 48 C.F.R. § 12.212. U.S. Government end users acquire only those rights granted to all other users.

### **20.9 Export Controls**

Customer will comply with all applicable U.S. export control and sanctions laws. Customer represents that it is not located in, organized under the laws of, or ordinarily resident in any country or region subject to comprehensive U.S. sanctions, and is not on any U.S. government list of restricted parties.

### **20.10 Entire Agreement**

These Terms, together with the Privacy Policy, the subprocessors list, any Order Form, and any other policies or documents incorporated by reference, constitute the entire agreement between the parties regarding the Service and supersede all prior agreements and understandings on that subject. In the event of a conflict, the order of precedence is: (a) the Order Form (as to the matters it expressly addresses), (b) these Terms, (c) the Privacy Policy, and (d) other incorporated policies.

### **21. Contact**

Questions about these Terms? Contact us at [legal@bantor.ai](mailto:legal@bantor.ai).