

Terms & Conditions

These Terms and Conditions ("Agreement") constitute a legal agreement between Nexron LLC, a company registered in the United States of America, and the user ("Customer") regarding the use of Nexron's conversational AI services ("Services") integrated into eCommerce platforms. By accessing or using the Services, the Customer agrees to be bound by this Agreement.

1. Definitions

- 1.1. **"Agreement"** refers to the agreement between Nexron LLC and the Customer concerning the subscription to and the use of Nexron's conversational AI services in accordance with these Terms and Conditions.
- 1.2. **"API"** refers to the Application Programming Interface provided by Nexron to the Customer as described in the Product Guide provided by Nexron.
- 1.3. **"Plugin"** refers to the eCommerce platform add-on software provided by Nexron to the Customer as described in the Product Guide provided by Nexron.
- 1.4. **"Content"** refers to the text exchanged between the Customer and Nexron's conversational AI system, including but not limited to product information, queries, and responses.
- 1.5. **"Customer"** refers to the individual or entity subscribing to Nexron's Services.
- 1.6. **"eCommerce platform"** refers to the online platform where the Services are integrated, facilitating the sale of goods and services over the internet.
- 1.7. **"Nexron"** refers to Nexron LLC, a company registered in the United States of America.
- 1.8. **"Parties"** refers to both Nexron and the Customer.
- 1.9. **"Party"** refers to respectively to Nexron or the Customer.
- 1.10. **"Product Guide"** refers to the documentation provided by Nexron detailing the functionalities and specifications of the API and Services.
- 1.11. **"Services"** refers to the services provided by Nexron, including but not limited to chatbots integrated into eCommerce platforms.

2. Subject of the Agreement

- 2.1. Subject to these Terms and Conditions, Nexron provides the Customer with access to the subscribed Services in accordance with the Product Guide for the term of this Agreement.
- 2.2. Customers receiving paid services specified at contract conclusion will pay Nexron the agreed remuneration as indicated during the online purchase process.

3. Services of Nexron

3.1. General

- 3.1.1. Nexron provides the Customer with access to the Services within the term and scope of this Agreement, including the Product Guide.
- 3.1.2. Nexron will only store Content on its servers to the extent necessary to provide the Services. Content will not be perpetually stored on Nexron's servers nor returned to Customer. Nexron shall retain access logs for billing, security, and statistical purposes.
- 3.1.3. Additional services, such as consulting or bespoke development, shall be provided by Nexron upon written agreement.
- 3.1.4. Nexron reserves the right to subcontract third parties to fulfill its contractual duties.

3.2. API

In addition to Section 3.1, the following applies to the API:

- 3.2.1. Nexron will provide Customer with respective access credentials for the API.
- 3.2.2. The API allows Customer to use the Services operated by Nexron by means of transmitting Content to the technical infrastructure. Nexron shall process the Content in accordance with this Agreement and the Product Guide. However, Nexron is neither obligated to ensure nor warrants correctness or accuracy of API Responses or Processed Content. In particular, Nexron does not give any guarantee regarding the correctness of the outputs created by the Generative AI Services.
- 3.2.3. Particularly in view of the on-going development of the API, Nexron may introduce new versions of the API with an additional or different range of features. Furthermore, Nexron may terminate deprecated versions of the API provided that the termination is reasonable for Customer in consideration of the interests of both Parties. Nexron shall inform the Customer of such termination in writing (e-mail sufficient) at least four (4) weeks before the termination becomes effective. Nexron will inform the Customer of updates of the API via e-mail.

- 3.2.4. The Customer will be issued with credentials to access the API. It is the Customers responsibility to keep these credential details private.
- 3.2.5. In the event of shared or leaked credentials, Nexron will not be liable for any charges or other damages incurred by the Customer.

3.3. Plugins and addons

The following applies to the plugins and addons provided by Nexron for integration into leading eCommerce platforms:

- 3.3.1. Nexron makes plugins to the major eCommerce platforms available to the Customer free of charge.
- 3.3.2. The purpose of the plugins is for the Customer to seamlessly integrate the Nexron Services to their eCommerce store.
- 3.3.3. The plugin can only be used for Nexron Services.
- 3.3.4. Sections 3.1 and 3.2 remain applicable when making use of a plugin.

3.4. Changes to the Services

- 3.4.1. Nexron may modify and change the Services beyond what is necessary to maintain compliance with the contract for reasons including legal requirements, technical changes, or market conditions. Such modifications will be communicated to the Customer in advance.
- 3.4.2. If a modification relates exclusively to time-critical security updates, Nexron reserves the right to make immediate modification.
- 3.4.3. Negative Changes (changes which are not backward compatible) to the Services are deemed to have been approved if Customer does not object to them by exercising his right of termination.
- 3.4.4. These Terms and Conditions shall apply mutatis mutandis to any modifications and to the Services in their modified state.

4. Availability

- 4.1. Nexron shall provide an annual average of 99% uptime availability for the Services. The availability calculation excludes any downtime for planned maintenance work as well as service interruptions which are beyond Nexron's control, including but not limited to short-term and undue increase in the number of requests by Customer which requires an unplanned increase in system capacity.

- 4.2. Subject to the exceptions in Section 4.1, availability shall be calculated as the number of hours the services of the Products are functional, divided by the total number of hours within the respective calendar year.
- 4.3. Unavoidable downtime due to planned maintenance work shall be electronically notified to Customer in good time in advance (e.g., by e-mail).

5. Conclusion of the Contract

- 5.1. The contract regarding Nexron's Services can be entered into online by providing necessary information and acceptance of this Agreement.
- 5.2. Nexron shall provide its services immediately after conclusion of the Agreement.

6. Copyright and Intellectual Property

- 6.1. Nexron grants the Customer a non-exclusive, non-transferable, non-sublicensable worldwide right to use the Services for its internal intended purpose for the term and within the scope of this Agreement.
- 6.2. Nexron grants the Customer a non-exclusive, non-transferable, non-sublicensable worldwide right to use the provided support materials for the term and within the scope of this Agreement.
- 6.3. All rights regarding the Content, remain with the Customer. However, the Customer grants Nexron the non-exclusive worldwide right to use the Content solely in order to provide Nexron's services to the Customer. In particular, the Customer grants to Nexron the right to temporarily store, modify, process, translate and transmit the Content, and to sublicense the foregoing rights to its subcontractors, to the extent required to provide the services set out in this Agreement.
- 6.4. Nexron does not assume any copyrights to the outputs and Content provided to the Customer using the Services. In the event that the Content provided to the Customer using the Services are deemed to be protected under copyright laws to the benefit of Nexron, Nexron grants to the Customer, upon creation of such Content, all exclusive, transferable, sublicensable, worldwide perpetual rights to use the Content without limitation and for any existing or future types of use, including without limitation the right to modify the Content and to create derivative works.

7. Confidentiality, Security, and Data Protection

- 7.1. The Customer may be given access to Confidential Information of Nexron, its affiliates, and other third parties.
- 7.2. The Customer may use Confidential Information only as needed to use the Services as permitted under this Agreement.
- 7.3. The Customer may not disclose Confidential Information to any third party and will protect Confidential Information in the same manner as they protect their own confidential information of a similar nature, using at least reasonable care.
- 7.4. Confidential Information refers to non-public information that Nexron, its affiliates, or third parties designate as confidential or should reasonably be considered confidential under the circumstances, including software, specifications, and other non-public business information.
- 7.5. Confidential Information does not include information that:
 - 7.5.1. is or becomes generally available to the public through no fault of the Customer;
 - 7.5.2. the Customer already possesses without any confidentiality obligations when they received it under these Terms;
 - 7.5.3. is rightfully disclosed to the Customer by a third party without any confidentiality obligations; or
 - 7.5.4. the Customer independently developed without using Confidential Information.
- 7.6. The Customer may disclose Confidential Information when required by law or a valid order of a court or other governmental authority if they give reasonable prior written notice to Nexron and use reasonable efforts to limit the scope of disclosure, including assisting Nexron with challenging the disclosure requirement, where possible.
- 7.7. The Customer must implement reasonable and appropriate measures designed to help secure their access to and use of the Services. If the Customer discovers any vulnerabilities or breaches related to their use of the Services, they must promptly contact Nexron and provide details of the vulnerability or breach.
- 7.8. If the Customer uses the Services to process personal data, they must provide legally adequate privacy notices and obtain necessary consents for the processing of such data. The Customer represents to Nexron that they are processing such data in accordance with applicable law. If the Customer will be using Nexron for the processing of "personal data" as defined in the GDPR or "Personal Information" as defined in CCPA, they take full responsibility for the ownership and sharing permissions for switch data..

8. Obligations of Customer

- 8.1. General

- 8.1.1. The Customer may use the Services solely for the purpose agreed between the Parties. You may not:
- 8.1.1.1. use the Services in a way that infringes, misappropriates or violates any person's rights;
 - 8.1.1.2. reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of the Services (except to the extent such restrictions are contrary to applicable law);
 - 8.1.1.3. use output from the Services to develop models that compete with Nexron;
 - 8.1.1.4. except as permitted through the API or official plugins, use any automated or programmatic method to extract data or output from the Services, including scraping, web harvesting, or web data extraction;
 - 8.1.1.5. represent that output from the Services were human-generated when it is not;
 - 8.1.1.6. buy, sell, or transfer API credentials without our prior consent; or
 - 8.1.1.7. send us any personal information of children under 13 or the applicable age of digital consent. You will comply with any rate limits and other requirements in our documentation.
- 8.1.2. Customer is obligated to keep the access credentials provided by Nexron secure and undertakes not to disclose them to any third parties unless required for the contractually intended and permitted use of the Services. The Customer is not entitled to repackage or resell access credentials or its access to the Services to any third parties unless expressly agreed upon otherwise.
- 8.1.3. The Customer is obligated to observe all legal requirements for the collection, processing and use of data which is transmitted to Nexron and processed by Nexron for the Customer in connection with the Services under this Agreement. In particular, the Customer shall immediately agree with Nexron on a data processing agreement (which shall be provided by Nexron) if Customer intends to transmit personal data to Nexron using the Services. The Customer guarantees not to collect, process or use any personal data in connection with the Services without the express consent of the data subject or sufficient other legal authorisation. Nexron will reasonably cooperate with the Customer in order to assist the Customer in implementing such required legal authorisations.
- 8.1.4. The Customer shall indemnify Nexron from any and all third-party claims including the necessary expenses for legal defense, asserted against Nexron due to a culpable violation of this Agreement by the Customer. If third parties should assert such claims against Nexron, Nexron shall inform the Customer about the asserted claims without undue delay and leave the defense at the discretion of

the Customer or undertake it in cooperation with the Customer. Nexron shall not settle or recognise claims of third parties without the Customer's consent which shall not be unreasonably withheld or delayed. Nexron shall be entitled to request a reasonable advance for the incurred legal defense expenses to be anticipated. The indemnification shall accordingly apply to fines or other regulatory or judicial orders and claims.

8.1.5. In the event that the Customer uses Third-Party Applications to access the Services, the Customer shall comply with the acceptable use policies set out by the vendor of the Third-Party Application if applicable.

8.1.6. The Customer is only permitted to use the Services in compliance with applicable laws. This also includes export control laws and regulations.

8.2. API

In addition to Section 8.1, the following shall apply concerning the API:

8.2.1. The Customer must comply with all technical requirements set out in the Service Guide and the Documentation. In particular, the Customer must ensure that any Content is transmitted to the API in a valid data format and data encoding.

8.2.2. In the event that the Customer uses the API within an Application which is distributed on third-party platforms (e.g., mobile apps), it is the Customer's sole responsibility to comply with any and all requirements and terms of service of such third-party platforms.

8.2.3. In the event that a disclosure of access credentials to third parties is required for the contractually intended use of the API, the Customer is solely responsible to take adequate and effective precautions to protect the access credentials from misuse or unauthorized access. In particular, access credentials may not be stored in configuration files in plain text and may not be transmitted over unencrypted public network connections.

8.2.4. The Customer is obligated to adhere to any security precautions, functional and other limitations of the API. In particular, the Customer must not bypass, remove, defeat, avoid, deactivate or otherwise circumvent protection or authentication mechanisms or misuse API methods for purposes other than those intended or expressly documented.

8.2.5. The Customer shall immediately inform Nexron if there are reasons to expect a significant increase in the number of API Requests for reasons such as an extraordinary surge in End Users, unusual marketing, promotions or other campaigns.

8.2.6. If Nexron provides a new version of the API, the Customer shall implement the new version of the API within a reasonable period of time from the announcement of the new API version, considering the extent of the changes, usual development

time in the industry and the justified interests of the Customer, including the individual capacities of the Customer. If the Customer is making use of the official plugins, Nexron will undertake this implementation and release updated plugins.

9. Remuneration

- 9.1. The Customer will pay all fees charged to their account ("Fees") according to the prices and terms on the applicable pricing page, or as otherwise agreed between the Customer and Nexron in writing.
- 9.2. Nexron has the right to correct pricing errors or mistakes even if an invoice has already been issued or payment has been received.
- 9.3. The Customer will provide complete and accurate billing information, including a valid and authorized payment method.
- 9.4. Nexron will charge the Customer's payment method on an agreed-upon periodic basis but may reasonably change the date on which the charge is posted.
- 9.5. The Customer authorizes Nexron and its affiliates, as well as third-party payment processors, to charge the Customer's payment method for the Fees. If the Customer's payment cannot be completed, Nexron will provide written notice and may suspend access to the Services until payment is received.
- 9.6. Fees are payable in U.S. dollars and are due upon invoice issuance.
- 9.7. Payments are nonrefundable except as provided in this Agreement.
- 9.8. Unless otherwise stated, Fees do not include federal, state, local, and foreign taxes, duties, and other similar assessments ("Taxes").
- 9.9. The Customer is responsible for all Taxes associated with their purchase, excluding Taxes based on Nexron's net income, and Nexron may invoice the Customer for such Taxes.
- 9.10. The Customer agrees to timely pay such Taxes and provide Nexron with documentation showing the payment or additional evidence that Nexron may reasonably require.
- 9.11. Nexron uses the name and address in the Customer's account registration as the place of supply for tax purposes, so the Customer must keep this information accurate and up-to-date.
- 9.12. Nexron may change its prices by posting notice to the Customer's account and/or to the Nexron website.
- 9.13. Price increases will be effective 14 days after they are posted, except for increases made for legal reasons or increases made to Beta Services (as defined in the Service Terms), which will be effective immediately. A
- 9.14. Any price changes will apply to the Fees charged to the Customer's account immediately after the effective date of the changes.
- 9.15. If the Customer wants to dispute any Fees or Taxes, they should contact accounts@nexron.ai within thirty (30) days of the date of the disputed invoice.

- 9.16. Undisputed amounts past due may be subject to a finance charge of 1.5% of the unpaid balance per month.
- 9.17. If any amount of the Customer's Fees is past due, Nexron may suspend the Customer's access to the Services after providing written notice of late payment.
- 9.18. If Nexron believes the Customer is not using the Services in good faith, Nexron may stop providing access to the Services.

10. Term and Termination

- 10.1. The agreement is indefinite, allowing either party to terminate it at the end of the current billing period.
- 10.2. Should the parties agree to a fixed term, it will automatically extend unless terminated, with provisions for termination for good cause and our right to restrict or suspend API features under certain circumstances.
- 10.3. Nexron reserves the right to suspend access in case of severe breaches or fraudulent acts by the Customer, as well as immediate cancellation for violations of usage restrictions, with corresponding fee refunds.
- 10.4. The agreement is indefinite, but either party can terminate it at the end of the current billing period.
- 10.5. Nexron and the Customer have a right of termination for good cause.
- 10.6. Nexron can restrict or suspend API features with notice and opportunity for the Customer to object.
- 10.7. Violation of usage restrictions can lead to immediate cancellation with fee refund.
- 10.8. The Customer has the right to cancel their subscription at any time. However, please note that no refunds will be issued for any purchased but unused Services. To cancel a subscription, customers should navigate to the account management section of the platform.

11. Indemnification; Disclaimer of Warranties; Limitations on Liability

- 11.1. The Customer will defend, indemnify, and hold harmless Nexron, its affiliates, and its personnel from and against any claims, losses, and expenses (including legal fees) arising from or relating to any and all of the Customer's use of the Services and their breach of these Terms or violation of applicable law.
- 11.2. The Services are provided "AS IS".

- 11.3. Except to the extent prohibited by law, Nexron, its affiliates, its personnel, and licensors make no warranties (express, implied, statutory, or otherwise) with respect to the Services and disclaim all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, satisfactory quality, non-infringement, and quiet enjoyment, and any warranties arising out of any course of dealing or trade usage.
- 11.4. Nexron does not warrant that the Services will be uninterrupted, accurate, error-free, or that any Content will be secure or not lost or altered.
- 11.5. Nexron limits liability for any and all direct or indirect damages.
- 11.6. Nexron's aggregate liability under these terms shall not exceed the greater of the amount the Customer paid for the services that gave rise to the claim during the 12 months before the liability arose.
- 11.7. The limitations in this section apply only to the maximum extent permitted by applicable law.

12. Dispute Resolution

The Customer agrees to the following mandatory arbitration and class action waiver provisions:

- 12.1. **Mandatory Arbitration:** The Customer and Nexron agree to resolve any past or present claims relating to these Terms or the Services through final and binding arbitration, except that the Customer has the right to opt out of these arbitration terms and any future changes to these terms by filling out the provided form within 30 days of agreeing to these arbitration terms or the relevant changes.
- 12.2. **Informal Dispute Resolution:** Nexron would like to understand and try to address the Customer's concerns before any formal legal action. Before filing a claim against Nexron, the Customer agrees to try to resolve the dispute informally by sending notice to dispute-resolution@nexron.ai, including their name, a description of the dispute, and the relief sought. If the dispute cannot be resolved within 60 days, the Customer may proceed with a formal proceeding. Any statute of limitations will be tolled during the 60-day resolution process.
- 12.3. **No Class Actions:** Disputes must be brought on an individual basis only and may not be brought as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. If for any reason a dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding, or counterclaim.
- 12.4. **Severability:** If any part of this Section 12 is found to be illegal or unenforceable, the remainder will remain in effect. Nothing in this section will be deemed to waive or

otherwise limit the right to seek public injunctive relief or any other non-waivable right, pending a ruling on the substance of such claim from the arbitrator.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America.

14. Contact Information

For any inquiries regarding this Agreement or Nexron's Services, please contact us at info@nexron.ai

If you have any questions, concerns, or requests regarding these Terms & Conditions or the use of the Services, please contact us at:

Email: info@nexron.com

Postal Address: Nexron LLC, 8 The Green, Dover, DE 19901, USA

By accepting these Terms and Conditions, the Customer acknowledges that they have read, understood, and agree to be bound by all the terms and conditions outlined herein.

END