

KIBBU TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING CAREFULLY BEFORE USING THE PLATFORM (DEFINED BELOW). BY SIGNING THESE KIBBU TERMS AND CONDITIONS ("**TERMS**"), OR CLICKING "I AGREE", "ACCEPT" OR OTHER SIMILAR BUTTON, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU, ON BEHALF OF YOURSELF OR YOUR ORGANIZATION, ("**YOU**" OR "**CUSTOMER**") ARE ENTERING INTO A LEGAL AGREEMENT WITH **KIBBU TECHNOLOGIES LTD.**, A COMPANY INCORPORATED UNDER THE LAWS OF THE STATE OF ISRAEL ("**COMPANY**"), YOU AND COMPANY EACH, A "**PARTY**" AND COLLECTIVELY, THE "**PARTIES**", AND HAVE UNDERSTOOD AND AGREE TO COMPLY WITH, AND BE LEGALLY BOUND BY, THE TERMS AND CONDITIONS OF THESE TERMS (THE DATE OF SUCH OCCURRENCE BEING THE "**EFFECTIVE DATE**").

IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF YOUR EMPLOYER OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY AND CAPACITY TO BIND SAID EMPLOYER OR OTHER LEGAL ENTITY TO THESE TERMS. TO THE EXTENT THAT YOU AGREE TO THESE TERMS BY CLICKING "I AGREE", "ACCEPT" OR OTHER SIMILAR BUTTON, YOU HEREBY WAIVE ANY APPLICABLE RIGHTS TO REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT NOT PROHIBITED UNDER APPLICABLE LAW.

1. **Definitions.** The following capitalized terms have the meanings set forth below:

1.1 "**Affiliate**" with respect to any entity means any other entity that controls, is controlled by, or is under common control with such entity, where "control" means direct or indirect ownership or voting control of 50% or more of the equity or voting securities of the entity in question, or the power, by commitment or otherwise, to elect a majority of the Board of Directors (or similar governing body) of the entity in question.

1.2 "**Customer Data**" means electronic data and content that may be submitted, uploaded or otherwise provided by Customer through the Platform, but excluding Analytics Information.

1.3 "**Features**" means any module, tool, functionality, or feature of the Platform.

1.4 "**Subscription Scope**" means any usage and/or limitations set forth in these Terms or on the Platform interface.

1.5 "**Subscription Term**" means the Platform subscription period, which shall commence on the Effective Date and continue until terminated in accordance with these Terms.

1.6 "**Users**" means any individual who is an employee or authorized representative of Customer, that accesses or uses the Platform on behalf of Customer.

1.7 "**Agent**" means the software component provided by Company that is installed on Customer's devices to report the current state of such devices to the Platform, enabling the Platform to route AI inference workloads to Customer's devices.

2. **Subscription**

2.1 **Usage Right.** Subject to the terms and conditions of these Terms, Company hereby grants Customer a limited, worldwide, non-exclusive, non-sublicensable, non-transferable and revocable right to (a) access and use Company's cloud-hosted AI inference orchestration platform (which orchestrates the routing of AI inference workloads to Customer's devices); (b) install the Agent on Customer's devices; and (c) access and use the platform's web-based user interface to manage Customer's device fleet, in each case during the Subscription Term and for Customer's internal business purposes (collectively, the "**Platform**" and the rights granted hereunder, the "**Subscription**"). Unless otherwise indicated, the term "Platform" also includes any manual or documentation provided or made available to Customer in connection with the operation of the Platform ("**Documentation**"). Customer may use the Platform subject to the Subscription Scope, other usage limitations or restrictions specified in these Terms and applicable laws and regulations.

Customer shall be solely responsible for providing all equipment, systems, assets, access, and ancillary goods and services needed to access and use the Platform and for ensuring their compatibility with the Platform. Without limiting the foregoing, Customer is solely responsible for the devices on which the Agent is installed, including ensuring they meet the minimum hardware and software specifications set forth in the Documentation and that Customer has the right to install and operate the Agent on such devices.

2.2 **Additional Purchases.** Purchases of access and/or usage to additional Features and/or additional volume under the Subscription Scope (collectively, "**Additional Purchases**") may be made through the Platform interface or as otherwise agreed between the Parties in writing.

2.3 **Account Setup.** In order to access the Platform, Customer is required to set up an account with Company by submitting the information requested in the applicable Platform interface ("**Account**"), and each User may need to set up a user account (each, a "**User Account**", and references herein to the "Account" shall be deemed to include all such User Accounts if applicable). Customer warrants that all information submitted during the registration process is, and will thereafter remain, complete and accurate. Customer shall be responsible and liable for all activities that occur under or in the Account. Customer will require that all Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Customer shall be fully responsible and liable for any breach of these Terms by a User. Customer must ensure that each User complies with these Terms. Any unauthorized access to or use of the Platform must be immediately reported to the Company.

3. **Support Services.** Company shall provide reasonable support and maintenance services for Customer

operating the Platform; Customer acknowledges that during any beta, early-access, or pre-general-availability period, such services are provided on a reasonable-efforts basis and may be limited in scope and response time. The support and maintenance services may be performed by Company and/or Company's certified third-party providers. Company shall be responsible for such service providers' performance of the support and maintenance services. Company's support obligation shall not apply if the failure of the Platform results from or is otherwise attributable to: (i) repair, maintenance or modification of the Platform by persons other than Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Platform; (iii) use of the Platform other than in accordance with the Documentation; (iv) if relevant, Customer's failure to implement software updates provided by Company specifically to avoid such failure; and (v) the combination of the Platform with equipment or software not authorized or provided by Company. Customer acknowledges that Company may, during the Subscription Term, develop and remotely apply bug fixes and patches ("**Updates**") and enhancements, new releases, features, versions, or other changes to the Platform ("**Upgrades**"), including to components installed on Customer's premises. The Agent is configured to auto-update, and Company may remotely deploy Updates and Upgrades to the Agent installed on Customer's devices.

4. **Fees.** The Platform is provided free of charge. Company reserves the right to introduce fees for the Platform or certain Features in the future, in which case Company will provide Customer with advance notice and Customer may terminate these Terms if Customer does not agree to such fees.

5. **Suspension.** Company reserves the right to temporarily suspend provision of the Platform: (a) if Company deems such suspension necessary as a result of Customer's breach under Section 6 (*Subscription Restrictions*); (b) if Company reasonably determines suspension is necessary to avoid material harm to Company or its other customers, including if the Platform's cloud infrastructure is experiencing denial of service attacks or other attacks or disruptions outside of Company's control; or (c) as required by law or at the request of governmental entities.

6. **Subscription Restrictions.** As a condition to the Subscription, and except as expressly permitted otherwise under these Terms, Customer shall not do (or permit or encourage to be done) any of the following Subscription restrictions (in whole or in part): (a) copy, "frame" or "mirror" the Platform; (b) sell, assign, transfer, lease, rent, sublicense, or otherwise distribute or make available the Platform to any third party (such as offering it as part of a time-sharing, outsourcing, or service bureau environment); (c) publicly perform, display, or communicate the Platform; (d) modify, alter, adapt, arrange, or translate the Platform; (e) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) of the Platform; (f) remove, alter, or conceal any proprietary rights notices displayed on or in the Platform; (g) circumvent, disable, or otherwise interfere with security-related or technical features or protocols of the Platform; (h) make a derivative work of the Platform, or use it to develop any service or product that is the same as, competes with (or is substantially similar to) it; (i) store, transmit, or generate any robot, malware, Trojan horse, spyware, phishing content, spam, or similar malicious item intended (or that has the potential) to damage or disrupt the Platform or to gain unauthorized access to systems or data; (j) take any action that imposes or may impose (as determined in Company's reasonable discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which operate or support the Platform, or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure; (k) use the Platform to generate, distribute, or store child sexual abuse material (CSAM) or any content that sexually exploits minors; (l) use the Platform to generate content that constitutes harassment, threats of violence, or incitement to violence against any individual or group; (m) use the Platform to generate content that infringes third-party intellectual property rights or to circumvent or disable any content moderation, safety filter, or abuse-prevention mechanism of the Platform; or (n) use the Platform for any purpose prohibited by applicable AI laws and regulations or by the license terms of any AI model made available through the Platform (collectively, the "**Subscription Restrictions**").

1. **Personal Data.** To the extent that Customer needs a data processing agreement ("**DPA**"), Customer shall request Company to provide it with Company's DPA at privacy@kibbu.io and return it signed to Company as described therein. The DPA, once executed, shall be deemed as an Exhibit to these Terms.

2. **AI.** The Platform is powered by AI, including for data processing, analysis, and automation. The Company may use third party AI vendors to process Customer Data, for example Claude. The Customer shall comply with the terms and conditions as well as the acceptable use policies of those AI vendors. Customer is solely responsible for evaluating and verifying whether any AI feature or aspect of the Platform is suitable for its use. By using the Platform, Customer agrees to comply with all applicable laws related to the use of AI, including privacy and AI regulations, and shall not use the Platform for any high-risk or prohibited activity under such laws. Customer must obtain all necessary permissions and consents and provide appropriate notice to any individuals to install, operate and use the Agent on Customer's devices. Customer is solely responsible for the actions and tasks performed by or with the Platform, including determining whether they are appropriate for the intended use case, authorizing access and connections to data, devices and hardware, applications, and systems, and exercising judgment and supervision when used in production or live environments. Customer acknowledges that the Platform, including its AI aspects, is provided on an "AS-IS" and "AS-AVAILABLE" basis, without warranties of any kind, and that outputs generated by AI models are probabilistic in nature and may be inaccurate, incomplete, biased, offensive, or otherwise unsuitable. The Platform does not provide, and outputs do not constitute, legal, security, financial, medical, or other professional advice. The Company is not responsible for, and disclaims all liability arising from, the accuracy, usefulness, integrity, or lawfulness of Customer input, output, or Customer's use of the Platform. . Customer shall ensure that qualified personnel review all outputs and automations before implementation in any business process or workflow and shall maintain human-in-the-loop review for all critical business and operational decisions and actions.

3. **Mutual Warranties.** Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization, and that the execution and performance of these Terms will not conflict with other agreements to which it is bound or violate applicable law.

4. **Intellectual Property Rights**

6.1 **Services.** As between the Parties, Company and its licensors are, and shall be, the sole and exclusive owner of all intellectual property rights in and to: (a) the Platform and all related software and intellectual property; and (b) any and all improvements, derivative works, and/or modifications of/to the foregoing, regardless of inventorship or authorship. Customer shall make, and hereby irrevocably makes, all assignments necessary or reasonably requested by Company to ensure and/or provide Company with the ownership rights set forth in this paragraph. Company shall be entitled, from time to time, to modify and replace the Features and user interface of the Platform, provided that it does not materially diminish the overall functionality of the Platform. Nothing herein constitutes a waiver of Company's intellectual property rights under any law.

6.2 **Feedback.** If Company receives any feedback (which may consist of questions, comments, suggestions, or the like) regarding the Platform (collectively, the "**Feedback**"), all rights, title and interest, including intellectual property rights in such Feedback, shall belong exclusively to Company and its licensors, and such Feedback shall be considered Company's Confidential Information. Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of the Feedback.

6.3 **Analytics Information.** Customer acknowledges and agrees that Company may collect and process information regarding the configuration, performance, security, access to, and use of the Platform by Customer for its internal business purposes, including developing, improving, supporting, securing and operating the Platform and to fulfill legal obligations. Any aggregated or de-identified information derived from the Platform (i.e., metadata, aggregated and/or analytics information and/or intelligence relating to the operation, support, and/or use of the Platform) that is not personally identifiable information and does not identify Customer ("**Analytics Information**") may be used by Company to provide the Platform, for compliance with applicable laws, and for development and/or statistical purposes. Analytics Information is Company's exclusive property.

6.4 **Customer Data.** Customer hereby grants Company and its Affiliates a worldwide, non-exclusive, non-assignable (except as provided herein), non-sublicensable (except to Company's subcontractors, if applicable), non-transferable right and license, to access and use the Customer Data for Company's provision of the Platform and as further specified in these Terms. Without derogating from foregoing, as the exclusive owner of the Customer Data, Customer represents, warrants and covenants that Customer has received and/or obtained any and all required consents or permits and has acted in compliance with any and all applicable laws to allow Company to receive, transfer and use the Customer Data in order to perform the Platform and as further specified in these Terms. Company may use or disclose the Customer Data: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; and/or (b) to collect, store, transfer, and/or process the Customer Data through Company's Affiliates, third party service providers and vendors, as reasonably necessary to provide the Platform. Company will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect the security, confidentiality and integrity of the Customer Data.

5. **Third Party Components.** The Platform may use or include third-party open source software, files, libraries, or components, or other third-party software (collectively, "**Third Party SW**"), that may be distributed to Customer and are subject to third-party license terms. A list of any Third Party SW and related licenses will be provided by Company upon request. If there is a conflict between any third-party license and the terms of these Terms, then the third-party license terms shall prevail, but solely in connection with the related third-party software. Company makes no warranty or indemnity hereunder with respect to any third-party software.

6. **Confidentiality.** "**Confidential Information**" means any non-public information disclosed by or on behalf of one Party ("**Discloser**") to the other Party ("**Recipient**") pursuant to these Terms that is marked as "confidential," or is otherwise identified in a manner indicating its confidential nature or is confidential by its nature. Confidential Information does not include any information that: (i) is or becomes generally known and available to the public through no act of the Recipient; (ii) was already in the Recipient's possession without a duty of confidentiality owed to the Discloser at the time of the Discloser's disclosure; (iii) is lawfully obtained by the Recipient from a third party who has the express right to make such disclosure; or (iv) is independently developed by the Recipient without breach of an obligation owed to the Discloser. The Recipient may use the Discloser's Confidential Information solely to perform its obligations under these Terms. Except as set forth in the immediately following sentence, the Recipient will not disclose the Discloser's Confidential Information to any third party except to its employees, consultants, affiliates, agents, and subcontractors having a need to know such information to perform its obligations under these Terms and who have signed a non-disclosure agreement with the Recipient containing terms at least as protective of the Discloser's Confidential Information as those contained herein. The Recipient may disclose the Discloser's Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that it notifies the Discloser of such required disclosure to enable the Discloser to seek a protective order or otherwise prevent or restrict such disclosure. All right, title, and interest in and to Confidential Information are and will remain the sole and exclusive property of the Discloser. The Recipient will use no less than commercially reasonable efforts to protect the Discloser's Confidential Information from unauthorized access, use, or disclosure.

7. **DISCLAIMER OF WARRANTIES.** Since the Platform is currently designated as “beta”, “early access”, or “pre-release”, Company shall use commercially reasonable efforts to ensure that, under normal, authorized use, the Platform substantially performs in conformance with its Documentation. As Customer’s sole and exclusive remedy and Company’s sole liability for breach of this warranty, Company shall use commercially reasonable efforts to repair the Platform. The warranty set forth herein shall not apply if the failure of the Platform results from or is otherwise attributable to: (i) repair, maintenance, or modification of the Platform by persons other than Company or its authorized contractors; (ii) accident, negligence, abuse, or misuse of the Platform; (iii) use of the Platform other than in accordance with the Documentation; (iv) the combination of the Platform with equipment or software not authorized or provided by Company; or (v) the performance, availability, or configuration of Customer’s devices on which the Agent is installed. OTHER THAN AS EXPLICITLY STATED IN THESE TERMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM AND THE RESULTS THEREOF ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. COMPANY DOES NOT WARRANT THAT THE PLATFORM WILL MEET CUSTOMER’S REQUIREMENTS OR OPERATE ERROR-FREE. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, PLATFORM FAILURES, OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS, CUSTOMER’S HOSTING SERVICES, OR CUSTOMER’S DEVICES.

8. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, REPUTATION, OR GOODWILL, DATA, OR DATA USE, OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES. EXCEPT FOR ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY’S CONFIDENTIALITY OBLIGATIONS HEREIN, WILLFUL MISCONDUCT, AND/OR CUSTOMER’S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY’S INTELLECTUAL PROPERTY RIGHTS (INCLUDING VIOLATION OF THE SUBSCRIPTION RESTRICTIONS BY CUSTOMER), EITHER PARTY’S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, US \$100. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

9. **Indemnification**

6.5 Company agrees to defend and hold harmless, at its expense, any third-party action or suit brought against Customer alleging that the Platform, when used as permitted under these Terms, infringes the intellectual property rights of a third party (“**IP Infringement Claim**”); and Company will pay any damages finally awarded by a court of competent jurisdiction against Customer that are attributable to any such IP Infringement Claim, provided that Customer: (i) promptly notifies Company in writing of such claim; and (ii) grants Company the sole authority to handle the defense or settlement of such claim and provides Company with all reasonable information and assistance in connection therewith, at Company’s expense. Company will not be bound by any settlement that Customer enters into without Company’s prior written consent.

6.6 If the Platform becomes, or in Company’s opinion is likely to become, the subject of an IP Infringement Claim, then Company may, at its sole discretion: (a) procure for Customer the right to continue using the Platform; (b) replace or modify the Platform to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Company’s reasonable efforts, then Company may terminate the Subscription upon written notice to Customer.

6.7 Notwithstanding the foregoing, Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) Company’s compliance with Customer’s instructions or specifications; (ii) if relevant, Customer’s failure to implement software updates provided by Company specifically to avoid infringement; or (iii) the combination or use of the Platform with equipment, devices or software not supplied by Company or not in accordance with the Documentation; (iv) any output generated by an AI model through the Platform; or (v) Customer’s failure to comply with applicable third-party model license terms.

6.8 This Section 15 states Company’s entire liability, and Customer’s exclusive remedy, for any IP Infringement Claim.

10. **Term and Termination**

6.9 **Term.** These Terms commence on the Effective Date and, unless terminated in accordance herewith, shall continue in full force and effect until terminated by either Party.

6.10 **Termination for Convenience.** Either Party may terminate these Terms at any time for any reason by providing 7 days’ prior written notice to the other Party.

6.11 **Termination for Breach.** Each Party may terminate these Terms immediately upon written notice to the other Party if the other Party commits a material breach under these Terms and, if curable, fails to cure that breach within 30 days after receipt of written notice specifying the material breach.

6.12 **Termination for Bankruptcy.** Each Party may terminate these Terms upon written notice to the other Party upon the occurrence of any of the following events in respect of such other Party: (a) a receiver is appointed for the other Party or its property, which appointment is not dismissed within 60 days; (b) the other Party makes a general assignment for the benefit of its creditors; (c) the other Party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor’s relief law, which proceedings are not dismissed within 60 days; or (d) the other Party is liquidating, dissolving, or ceasing normal business operations.

6.13 Effect of Termination: Survival. Upon termination of these Terms for any reason: (a) the Subscription shall automatically terminate; (b) Customer shall cease all access to and use of the Platform thereunder and shall, if applicable, remove the applicable Platform from all hard drives, networks, and other storage media and destroy all copies of the applicable Platform in Customer's possession or under Customer's control and, to the extent requested by Company, provide a certification to that effect within 10 days; and (c) each Party shall permanently erase and/or return all Confidential Information of the other Party in its possession or control. The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms (including limitation of liability) shall so survive. Termination shall not affect any rights and obligations accrued as of the effective date of termination.

11. Miscellaneous

6.14 Entire Agreement. These Terms, and any exhibits attached hereto or referred to herein, represent the entire agreement between the Parties concerning the subject matter hereof, replace all prior and contemporaneous oral or written understandings and statements, and may be amended only by Company posting updated Terms on the Platform or website. Any terms and conditions within any Customer's purchase order or related correspondence that purport to modify or supplement the terms and conditions of these Terms shall be void and of no effect.

6.15 No Waiver. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach shall not be deemed a waiver by that Party as to subsequent enforcement or actions in the event of future breaches.

6.16 Severability. If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of these Terms shall remain in full force and effect and such provision shall be reformed only to the extent necessary to make it enforceable.

6.17 Publicity. Customer hereby agrees that Company may use Customer's name and logo to identify Customer as a customer of Company or user of the Platform, on Company's web site, presentations, marketing materials or otherwise. Following the termination of these Terms, Customer may request Company to remove such customer reference.

6.18 No Third Parties. Except as stated otherwise herein, these Terms are for the sole benefit of the Parties hereto and nothing herein, express or implied, shall give, or be construed to give, any rights hereunder to any other person.

6.19 Assignment. Customer may not assign its rights or obligations under these Terms without the prior written consent of Company. Notwithstanding the foregoing, these Terms may be assigned by Company in connection with a merger, consolidation, sale of all of the equity interests of Company, or a sale of all or substantially all of the assets of Company. Without derogating from and subject to the abovementioned, these Terms will bind and benefit each Party and its respective successors and assigns.

6.20 Governing Law: Jurisdiction. These Terms shall be governed by and construed in accordance with the laws of the State of Israel without regard to principles of conflicts of law. The competent courts located in Tel Aviv-Jaffa, Israel shall have exclusive jurisdiction over any dispute arising out of or in connection with these Terms. Notwithstanding the foregoing, each Party may also seek interim relief in any court of competent jurisdiction in order to protect its proprietary rights.

6.21 Amendments. Company reserves the right to modify these Terms at any time by posting the amended Terms on the Platform or website. Customer's continued use of the Platform after the posting of amended Terms constitutes Customer's acceptance of such amendments.

6.22 No Agency. These Terms do not, and shall not be construed to, create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party.

6.23 Force Majeure. Company will not be liable for any delay or failure to provide the Platform resulting from circumstances or causes beyond the reasonable control of Company, including, but not limited to, strikes, shortages, riots, insurrection, fire, flood, storms, explosions, acts of God, war, actions of governmental or quasi-governmental authorities, acts of terrorism, earthquakes, power outages, pandemics or epidemics (or similar regional health crises), or any other cause beyond the reasonable control of Company.

6.24 Notices. All notices under these Terms shall be in writing and delivered by email, recognized overnight courier, or certified mail, return receipt requested. Notices to Company shall be sent to support@kibbu.io. Notices to Customer shall be sent to the email address associated with Customer's Account, or to such other address as Customer may designate by written notice to Company. Notices sent by email shall be deemed given on the next business day following transmission. Notices sent by overnight courier or certified mail shall be deemed given upon confirmed delivery or refusal of delivery. Either Party may update its notice address by providing written notice to the other Party in accordance with this Section.

Last Updated: September 2026