

Echez INC Terms and Conditions

TERMS AND CONDITIONS OF USE FOR THE ECHEZ INC™ WEBSITE

Echez Inc and its affiliates (“Echez Inc”) provide this website to you, your employees, agents, and contractors, and any other entity on whose behalf you act, subject to these terms and conditions.

In this Agreement “Client,” “you” or “your” means you, a company that subscribes to this agreement and pays the related Fees, and any other person or entity entering into this Agreement with us, and “Echez Inc”, “Company,” “we,” “us” or “our” means Echez Inc and includes its successors and any person to whom it has assigned its rights under this Agreement.

These terms are entered into by and between Echez Inc and you, and you accept them by:

- (a) placing an order through this website;
- (b) using the website in any other manner; or
- (c) acknowledging agreement with these terms.

If you do not agree to all of these terms, do not use this website.

Echez Inc controls and operates its Website from various locations and makes no representation that this Website is appropriate or available for use in all locations. Echez Inc products and services may not be available in Your location, and deliverables may vary among locations. If You are using the Website on behalf of Your employer, You represent and warrant that You are authorized to accept these Terms and Conditions on Your employer's behalf, and that Your employer agrees to indemnify You and Echez Inc for violations of these Terms. In addition to the Terms and unless otherwise noted, the standard Echez Inc terms and conditions of sale in your jurisdiction govern purchases You make

through the Website, unless You have in effect a separate valid written purchase or license agreement with Echez Inc or the Licensor/supplier for that product or service, in which case that separate agreement governs, and in cases of conflict, prevails.

Definitions

“Client Content” - any reports, information, files, documents, data or other content that Client or its end users shares with Echez Inc through the Services.

“Plan” - the level of service provided for Echez Inc to Client. Each Plan includes a set of Modules of services and deliverables to be provided. The Plans are identified as: Free Trial, Standard, Advanced and Corporate.

“Term / Duration” - the period of time specified in the Plan subscribed: Free Trial, Standard, Advanced or Corporate measured in months or years. The Duration commences on the applicable Services Availability Date.

“Effective Subscription Date” - the earliest date this Agreement is subscribed to by Client.

“Fees” - all fees identified according to the Plan chosen and the number of devices of the Client, and may include recurring fees, one-time fees, as applicable.

“Renewal Term” - a period of months or years or as otherwise mutually agreed in writing by the Parties.

“Services” - all Modules identified in the Plan, and may include standard services provided by Echez Inc to its customers, or technical, supplemental, or professional services specific to Client.

“Services Availability Date” - the date Echez Inc issues a Service Availability Notice to Client for a subscription.

“Services Availability Notice” - a written notice from Echez Inc to Client informing Client that Services are available for Client use.

Services

Modules: these are the specific set of Services to be provided by Echez Inc to Client under this Agreement. They are individual sets of procedures, services, deliverables or professional services that belong and are defined by each Plan.

During the Term of the subscription, Echez Inc provides the Services in accordance with the service levels as specified in the Service Level Agreement of each Plan., Echez Inc may suspend Client's use of the Services in the event that Echez Inc reasonably concludes that Client's use of the Services is causing immediate, material, and ongoing harm to Echez Inc or others.

We may change the Services or delete features or stop providing access to certain features at any time, including, without limitation, if our agreements with third parties no longer permit us to make their material available, if it is no longer feasible for us to provide it, the technology advances, or if customer feedback indicates a change is needed. We will notify you in advance if a change to the Services will cause you to lose access to Your Client Content. We will have no obligation to provide a re-download or replacement of any Client Content or applications previously purchased. If we cancel a Service, we'll refund to you on a pro-rata basis the amount of payments that you've made corresponding to the portion of that Service remaining right before the cancellation.

Client's Obligations

In consideration of Your use of the Website, You agree to: (a) provide accurate, current, and complete information about You as may be prompted by a registration form on the Website (the "Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any information You provide to Echez Inc, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to information and Registration Data. You have sole responsibility for adequate protection and backup of data and/or equipment used in

connection with the Website.

You are entirely responsible for all Content that You upload, post or otherwise transmit via the Website. You agree not to upload, post or otherwise transmit via the Website Content that: (a) is inaccurate, harmful, obscene, pornographic, defamatory, racist, violent, offensive, harassing, or otherwise objectionable to Echez Inc or other users of the Website; (b) includes unauthorized disclosure of personal information; (c) violates or infringes anyone's intellectual property rights; or (d) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. Echez Inc reserves the right to edit or remove Content that violates these Terms or that contains third-party commercial advertisements or copyrighted content.

You agree that You will not use the Website to: (a) transmit spam, bulk or unsolicited communications; (b) pretend to be Echez Inc or someone else, or spoof Echez Inc's or someone else's identity; (c) forge headers or otherwise manipulate identifiers (including URLs) in order to disguise the origin of any Content transmitted through the Services; (d) misrepresent your affiliation with a person or entity; (e) disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to use the Website; (f) engage in activities that would violate any fiduciary relationship, any applicable local, state, national or international law, or any regulations having the force of law, including but not limited to attempting to compromise the security of any networked account or site, operating an illegal lottery, gambling or cryptomining operation, stalking, or making threats of harm; or (g) collect or store personal data about other users unless specifically authorized by such users.

You will provide commercially reasonable cooperation with Echez Inc to assist Echez Inc in provision of the Services. You authorize access to and assigns unique passwords and user names to your end users of the Services ("Client Accounts"). You are responsible for any activity occurring through your Accounts, including unauthorized activity. You will prevent unauthorized access to or use of the Services and promptly notify Echez Inc in the event of any unauthorized access or use of the Services and any loss or theft or unauthorized use of any of your Accounts. You will comply with all applicable local, state, federal, and foreign laws, treaties, and regulations applicable to your use of the

Services, including without limitation, those related to privacy, electronic communications, and anti-spam legislation.

Payment Terms

Unless otherwise specified, Echez Inc bills the Client for Fees for Services on a monthly or annual basis and payment is due upon receipt. Client agrees to pay invoiced Fees in U.S. dollars prior to the end of the current calendar month upon Client's receipt of Echez Inc's invoice. Client pays all taxes (including without limitation sales, use, property, excise, value added, and gross receipts) levied on this Agreement, except taxes based on Echez Inc income. Echez Inc reserves the right to suspend Client's access and/or use of the Services for any accounts for which any payment of Fees is due and unpaid., However, Echez Inc provides Client a delinquency notice of such nonpayment and at least thirty (30) days have passed since the transmission of such delinquency notice without full payment of the unpaid Fees by Client. Client also pays Echez Inc all reasonable expenses incurred by Echez Inc in direct connection to exercising any of its rights under this Agreement or applicable law with respect to the collection of payment due Echez Inc (excluding with respect to amounts reasonably disputed by Client in good faith), including reasonable attorneys' fees, court costs, and collection agency fees.

Technical Support

As part of subscription rights, Echez Inc provides support that includes email support for problem reporting, product updates, upgrades and online access to product documentation at no additional cost for the period of subscription. Technical Support includes online access to product documentation, product updates, upgrades, email and any phone support during the Term of the subscription.

Intellectual Property Rights

Echez Inc hereby grants to Client a non-exclusive right and license to access and use the Services pursuant to this Agreement, in and under Echez Inc's intellectual property rights. Each Party to this Agreement

retains exclusive

ownership and rights to its trade secrets, inventions, copyrights, and other intellectual property, and nothing in this Agreement grants any right or license therein to the other Party.

Client acknowledges Client's use of the Services may require the processing and transmission of Client Content to Echez Inc. Client owns all title and intellectual property rights in and to the Client Content. When Client or its end users uploads, submits, or stores Client Content through the Services, Client grants Echez Inc a worldwide license to use, host, store, reproduce, modify, and create derivative works from the Client Content to provide, support, and improve the Services. Echez Inc is not responsible for any electronic communications and/or Client Content which are delayed, lost, altered, intercepted or stored during the transmission of any data by means of third party networks (other than third parties providing computing or storage services under this Agreement on behalf of Echez Inc). Without limiting Client's rights and remedies under this Agreement, Client acknowledges that Client Content and information regarding Client's account will be processed by Echez Inc and stored and processed using online hosting services selected by Echez Inc. Echez Inc may access, use, aggregate, and disclose Client Content alone or with that of other users of the Services, as well as other non-personal data generated by the operation of the Services in connection with improving the Services, establishing benchmarks and other uses which are not prohibited by law. You represent and warrant that you have proper authorization for the worldwide transfer and processing among Echez Inc, its affiliates, and third-party providers of any information that You may provide on the Website.

Echez Inc and its designees reserve the right to monitor, restrict access to, edit or remove any Client Content that is available via the Website.

Non-Solicitation

During the term of this Agreement and for a period of one (1) year thereafter, each Party hereto agrees that it not induce or attempt to induce any employee, agent or former employee or agent of the other Party to leave the employ of

the other Party, or hire any such employee, agent or former employee or agent in any business or capacity.

Warranties and Disclaimer

Echez Inc represents and warrants that (a) it has the full corporate right, power and authority to enter into this Agreement, (b) the execution of this Agreement by and the performance of its obligations and duties hereunder do not and will not violate any agreement to which it is a Party or by which it is bound, (c) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation of Echez Inc, in accordance with its terms; and (d) it shall provide the Services in a workmanlike, professional manner. YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK UNLESS OTHERWISE EXPLICITLY STATED. THE WEBSITE, INCLUDING THE INFORMATION, SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. Echez Inc DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Echez Inc MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES AS TO THE USEFULNESS QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE WEBSITE. ECHEZ INC MAKES NO WARRANTY OR REPRESENTATION THAT: (a) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (b) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE; (c) THE QUALITY OF ANY PRODUCTS, SERVICES, CONTENT, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED FROM THE WEBSITE WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS; OR (d) ANY ERRORS IN THE WEBSITE WILL BE CORRECTED. YOU ASSUME ALL RISK FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM OBTAINING ANY SERVICES< INFORMATION OR CONTENT FROM THE WEBSITE, INCLUDING ANY DAMAGES RESULTING FROM COMPUTER VIRUSES.

Indemnification

Client indemnifies and defends Echez Inc, at Client's own expense, against any suit or proceeding brought against Echez Inc by a third party arising from or related to: (a) Client's violation of any law; or (b) an allegation that the Client Content or Echez Inc's use of the Client Content in accordance with this Agreement violates any law or regulation or infringes third party intellectual property rights; (c) any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Client Content, your use of or connection to the Website (including any use by You on behalf of Your employer), your violation of these Terms, or of any rights of another. Echez Inc shall indemnify and defend Client, at Echez Inc's own expense, against any claim, suit or proceeding brought against Client that, if true, would constitute a breach of Echez Inc's warranty provided in Section 7 (a "Claim"). To qualify for such defense and payment, Client must (a) give Echez Inc prompt written notice of any such Claim; (b) allow Echez Inc to solely control the defense and all related settlement negotiations for any such Claim; and (c) fully cooperate with Echez Inc in such defense and settlement negotiations.

Limitation of Liability

TO THE FULL EXTENT PERMITTED BY LAW, ECHEZ INC IS NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, EVEN IF ECHEZ INC HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), INCLUDING WITHOUT LIMITATION DAMAGES DUE TO: (a) THE USE OF OR THE INABILITY TO USE THE WEBSITE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS

ENTERED INTO, THROUGH OR FROM THE WEBSITE; (c)
STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE
WEBSITE, INCLUDING WITHOUT

LIMITATION UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, MALICIOUS OR CRIMINAL BEHAVIOR, OR FALSE OR FRAUDULENT TRANSACTIONS; OR (d) CONTENT OR INFORMATION YOU MAY DOWNLOAD, USE, MODIFY OR DISTRIBUTE. EACH PARTY'S MAXIMUM AGGREGATE LIABILITY RELATED TO OR IN CONNECTION WITH THIS AGREEMENT WHETHER UNDER ANY THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE WILL BE LIMITED TO THE AGGREGATE AMOUNT OF FEES PAYABLE UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING SUCH CLAIM.

Promotion

Client agrees to allow Echez Inc use of its name and logo on the Echez Inc website, blog, and marketing materials. Any other use of Client's trademarks, trade name, logos, or public referrals to its relationship with Client may not be made without Client's prior written consent.

Confidentiality

"Confidential Information" means any nonpublic information (written, oral or electronic) disclosed by one Party to the other Party and shall be deemed to include the following information of the respective Parties, without limitation:

(a) the terms and conditions of this Agreement; (b) customer lists, the names of customer contacts, Client Content, business plans, technical data, product ideas, personnel, contracts and financial information; (c) patents, trade secrets, techniques, processes, know-how, business methodologies, schematics, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, and improvements; (d) information about costs, profits, markets and sales; (e) plans for future development and new product concepts; (f) all documents, books, papers, drawings, models sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be disclosed, as well as written or oral instructions or comments; or (g) any data or information stored in the Services.

Each Party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other Party to any

third party, and further agrees not to use the Confidential Information of the other Party except and only to the extent necessary to perform their respective obligations under this Agreement. Each Party agrees to secure and protect the other Party's Confidential Information in a manner consistent with the maintenance of such Party's own confidential and proprietary rights in the information (and in any event reasonable measures) and to take appropriate action by instruction or agreement with its employees, consultants, affiliates or other agents who are permitted access to the other Party's Confidential Information to satisfy its obligations under this Section.

The obligation to treat information as Confidential Information shall not apply to information which: (a) is publicly available through no action of the receiving Party; (b) was rightfully in the receiving Party's possession on a non-confidential basis independent of its relationship with the disclosing Party prior to the first disclosure by the disclosing Party to the receiving Party as evidenced by the receiving Party's then-existing written records; (c) has been or is developed by or become known to the receiving Party without access to any of the disclosing Party's Confidential Information and outside the scope of any agreement with disclosing Party with the receiving Party having the burden of proof to demonstrate independent creation; (d) has been obtained rightfully from third Parties not bound by an obligation of confidentiality.

Term and Termination

This initial term of this Agreement shall be one (1) year or fraction of year expressed in months commencing as of the Effective Date. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year or months terms unless one Party provides written notice to the other Party at least ninety (90) days in advance of the end of the then existing term that it does not wish to renew the Agreement. This Agreement may be terminated by either Party with thirty (30) days advance written notice to the other Party.

In the event that Client or Echez Inc breaches any material provision of this Agreement and fails to cure such breach within fifteen (15) days after written notice thereof (which notice reasonably details the alleged breach), the non-breaching Party may terminate this Agreement immediately by written notice to the other Party. In the event that Client

or Echez Inc (i) becomes insolvent;

(ii) files a petition in bankruptcy for Chapter 7 relief, or has such a petition filed against it (and fails to lift any stay imposed thereby within sixty (60) days after such stay becomes effective); (iii) has a receiver appointed with respect to all or substantially all of its assets; (iv) makes an assignment for the benefit of creditors or (v) ceases to do business in the ordinary course, the other Party may terminate this Agreement immediately by notice in writing. All notices required by this Section shall be in accordance with the notice requirements.

Client acknowledges that in the event of a termination for cause, Echez Inc does not retain and shall not be responsible for any damage to or loss of Client Content or other data. In the event this Agreement is terminated for any reason, Client shall pay Echez Inc for all Services provided to Client up to and including the date of termination. Upon termination of this agreement, all Services thereunder shall immediately terminate.

General

Law, Jurisdiction, and Venue. This Agreement shall be governed and construed according to the laws of the State of Florida. Choice of law rules of any jurisdiction and the United Nations Convention on Contracts for the International Sale of Goods will not apply to any dispute under the Terms. You and Echez Inc agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Miami-Dade, Florida, U.S.A.

Except as otherwise provided herein, neither Party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld; any unauthorized assignment or delegation will be null and void. A Party may, without notice to or consent from the other Party, assign this Agreement in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction, provided that the assignee confirms in writing that it has assumed all obligations of the assignor under this Agreement. This Agreement will be binding upon and inure to the benefit of the Parties' permitted successors and assigns.

Any notice either Party desires to give the other Party hereunder shall be in writing. All notices shall be given by delivery to the Parties at their physical or email addresses set forth in this Agreement unless such addresses are changed by written notice.

This Agreement is by and between independent parties. Nothing in this Agreement shall be construed or interpreted to give rise to an agency, partnership, franchise, employment, or joint venture.

Neither Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, weather and other Acts of God, government restrictions, acts of terrorism, wars, insurrections and/or any other cause beyond the control of the Party whose performance is affected, however, if the duration of the delay caused by such an event shall exceed fifteen (15) days, the Party who was to benefit from the performance of such act shall have the right to terminate this Agreement by giving written notice, according to this Agreement.

Services, Client Content, Information and product derived or obtained from this Website may be subject to the U.S. export laws and the export or import laws of other countries. You agree to comply strictly with all such laws and, in particular, shall: (a) obtain any export, re-export, or import authorizations required by U.S. or your local laws; (b) not use Services, Content, or direct product from this Website to design, develop or produce missile, chemical/biological, or nuclear weaponry; and (c) not provide Services, Content, or direct product from this Website to prohibited countries and entities identified in the U.S. export regulations. Rights and obligations under the Terms which by their nature should survive will remain in full effect after termination or expiration of the Terms. Any express waiver or failure to exercise promptly any right under the Terms will not create a continuing waiver or any expectation of non-enforcement. If any provision of the Terms is held invalid by any law or regulation of any government, or by any court or arbitrator, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of the Terms will remain in full force and effect.

Privacy Policy

You consent to the collection, processing and storage by Echez Inc of Your personal information in accordance with the terms of Echez Inc's Privacy Policy, which is available [here](#). You agree to comply with all applicable laws and regulations, and the terms of Echez Inc's Privacy Policy, with respect to any access, use and/or submission by You of any personal information in connection with this Website. This section explains the Terms of Use for Echez Inc websites, legal and privacy notices for details on how we collect, use and protect your personal information on the website, our security issue disclosure process and information on software products that are accessible by individuals with visual, auditory, and mobility impairments. Echez Inc respects your privacy and is committed to protect the personal information that you share with us. Generally, you can browse through our Website without giving us any information about yourself. On occasion, we may need your personal information to provide services that you request, or you may have the option choose to provide us with your personal information. This policy describes how we collect and use your personal information.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements with respect to such subject matter, whether express or implied, written or oral. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. This Agreement may not be modified except by written agreement signed duly authorized representatives of both Parties. This Agreement shall not be construed against any Party by reason of its preparation. If one or more of the provisions contained in this Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. In this event, the Parties may replace the unenforceable provision with a mutually agreeable enforceable provision that preserves the original intent and position of the Parties. Any other provisions that survive by their nature shall survive the expiration or termination of this Agreement for any reason. No term or

provision of the Agreement shall be deemed waived

and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.