

CONVERTAPI TERMS OF SERVICE
(MASTER SERVICE AGREEMENT)

Last updated: 11 November, 2024

Thank you for choosing ConvertAPI.

Before you start using ConvertAPI services, please carefully read these Terms of Service (“TOS”) carefully, which constitute a binding legal agreement between you or the entity that you legally represent (“you”) and ConvertAPI. Among other things, the TOS covers the scope of your use of and access to the ConvertAPI services and any Software (as described below) provided by ConvertAPI in connection with the ConvertAPI services (collectively, the “Service” or “Services”). These TOS also apply to any use of and access to ConvertAPI's website (“Website”).

For the purpose of the TOS, “ConvertAPI”, “we”, “us”, or “our” means ConvertAPI, UAB, a company registered in the Republic of Lithuania.

For information about how we process your personal data, please refer to the Privacy Policy and/or individual data processing agreement that may be signed between you and ConvertAPI.

If you have questions regarding the TOS, please contact us at support@convertapi.com.

I. YOUR AGREEMENT WITH CONVERTAPI

Please note that the TOS constitutes a binding legal agreement between you or the entity that you legally represent and ConvertAPI. You agree and accept to be bound by these TOS by either (i) creating a user account and/or other accounts to use Services (“Account”); (ii) accessing/using its Services and Website; or (iii) otherwise agreeing to be bound by these TOS (either electronically, or in writing, or otherwise). If you are using the Services on behalf of a legal entity or other organization, you are agreeing to these TOS for that entity or organization and acknowledge that you have the authority to act on behalf of that entity or organization and commit to these TOS on behalf of that entity or organization.

OUR SERVICES ARE OFFERED TO YOU CONDITIONAL ON YOUR ACCEPTANCE OF THESE TOS. PLEASE READ CAREFULLY ALL OF THEM. IF YOU DO NOT AGREE TO BE BOUND BY THESE TOS OR ANY PROVISIONS HEREOF, PLEASE DO NOT ACCESS AND USE OUR SERVICES AND/OR WEBSITE.

Our Services are provided as paid Services on a subscription or prepaid basis, based on customer choice, as described on the Website (<https://www.convertapi.com/prices>). Subscribed Services will auto-renew at the end of each subscription period unless you cancel the subscription before the auto-renewal. If you do not cancel the Subscription in such due course, your chosen payment method will be charged the then-current renewal price for the upcoming defined Service period. We offer a limited trial version of the Services for testing and development purposes, which is provided free of charge, as described on the Website (<https://www.convertapi.com/prices>). The TOS apply to all Services provided regardless of whether it is on a paid, or free trial basis.

In individual cases, ConvertAPI may offer additional services, such as support services, to you if agreed upon in a separate addendum.

To access and use the Services and/or Website you have to be eighteen (18) or more years of age and/or have the authority to act on behalf of a valid legal entity or organization, and you are fully able and have all rights and power to enter into the TOS, conditions, obligations, affirmations, representations, and warranties set forth in these TOS, and to abide by and comply with them.

THE TOS MAY CHANGE, SO IT IS IMPORTANT TO REVIEW THE TOS PERIODICALLY.

We continuously develop our Services and Website introducing new features or modifying current ones. In addition, we may need to update the TOS by amending them from time to time (i) to comply with the law; (ii) to comply with orders/recommendations of regulatory authorities; (iii) to add additional functionality, services, features, technologies and/or benefits, or to remove the old ones; (iv) to correct errors and bugs; (v) to clarify the TOS; (vi) to prevent abuse or harm; (v) for any other valid reason (e.g., for security reasons).

You understand and agree that it is your obligation to review the TOS from time to time in order to stay informed on the current version, as well as the rules and obligations applicable to you. Notification on any material changes to the TOS that affect your rights or obligations will be provided in advance of such changes by reasonable means (e.g., via email). Unless it is stated by us otherwise, each update of the TOS comes into force as of the moment when amended TOS are published. Your continued use of the Services will be deemed acceptance thereof. You can also end your relationship with us at any time after the effective date of the updated TOS by closing your Account and/or not accessing our Services and Website. In such cases, unused part of the subscription or prepaid Services will not be refunded.

II. YOUR USER ACCOUNT AND CONTENT

To access and use our Services, you must set up an Account by providing certain information (e.g., your email address, password, billing information, and invoicing information). All information you provide must be complete, accurate, true to the fact, and kept up to date. All ConvertAPI Accounts are non-transferable.

You agree to accept responsibility and are solely responsible for any and all usage and activities that occur under your Account or password, including, but not limited to, use of the Account by any other person, whether or not authorized by you. You are responsible for maintaining the confidentiality of your Account and its password and for restricting access to your Account by any other party. To protect your Account, keep your password confidential. Do not reuse your Account password with other services. You agree to immediately notify us of any unauthorized use of your Account or password.

Files, data, text, pictures, photos, any electronic information, as well as any other information that you upload or otherwise make available on the Website or through the use of the Services, including personal data, account data, communication with us, history of using the Services, comments, also, other files and information which is/was provided or created in your Account or however else is referred to as "Your Content." You alone are responsible for Your Content, and you assume all risks associated with Your Content, including its accuracy, truthfulness, reliability, saving, safeguarding, loss, or any disclosure by you of information in Your Content. You yourself decide how Services will be used to process Your Content, to what extent, and for which purposes. As a general rule, the Website/Services shall not be used for saving and storing Your Content, and we urge you to immediately deprecate and delete all Your Content which is not subject or no longer subject to processing through the Services.

You represent that you have the sole rights or the necessary permissions to use and authorize the use of Your Content. You understand that you may be subject to legal liability, including criminal, administrative, and civil liability, for Your Content that contains unlawful, false, or harmful information; information that violates any third-party right, including privacy rights and intellectual property rights, personal image and dignity rights, or any other proprietary right; information that is illegal or regulated speech; or information that violates any law or regulation.

We process Your Content only on your behalf by allowing you to use the functionality of the Services. You agree that ConvertAPI shall act as the processor or sub-processor (if you yourself act as the processor on behalf of someone else) of all Your Content and your personal data on your behalf.

III. PRICES AND PAYMENTS

Prices of our Services initially displayed to you on the Website (<https://www.convertapi.com/prices>) may be provided exclusive of taxes. Due to the worldwide nature of our Services and the mobility of consumers, we might not be able to identify the particular taxes applicable to you in advance. Therefore, we can calculate the additional mandatory taxes (e.g., sales tax, value-added tax, or another mandatory tax under laws applicable to you) only after you provide pertinent billing and invoicing information. In any case, we will display the sum of additional taxes applicable to your purchase along with the total price of your payment before charging you.

You agree to pay us for any paid Services you purchase from us, as well as all other charges incurred under your Account, including applicable taxes and fees associated with your purchase of the Services. We may suspend or cancel the Services if we do not receive full payment from you on time. Suspension or cancellation of the Services for non-payment could result in a loss of access to and use of your Account and its content.

When you purchase the Services on a Subscription basis (e.g., monthly, annually, or otherwise), you agree that (i) Services will auto-renew until you cancel it, (ii) you are authorizing recurring payments, and (iii) payments will be made to ConvertAPI by the method, and at the recurring intervals, you have agreed to.

To purchase Services directly through us on our Website, you must provide us with a current and valid method of payment, such as a credit or debit card or any other payment method available on the Website. By providing ConvertAPI with a payment method, (i) you represent that you are authorized to use the payment method you provided and that any payment information you provide is your own, is true, and is accurate; (ii) you authorize ConvertAPI to charge the payment method you provided; and (iii) you authorize ConvertAPI to charge you for any paid Services you chose when making a purchase. Your purchases may be handled via multiple payment companies (e.g., payments for EU residents are processed by Paddle Payments Limited, registered at Limerick House, Limerick Lane, Newbridge, Kildare, Ireland). ConvertAPI reserves the rights to (i) verify credit/debit card payments prior to completing your purchase for fraud prevention purposes; (ii) retry failed payments to complete transactions, including but not limited to, retrying failed cards with extended expiration dates and; (iii) change authorized payment companies to assist with payment processing. To find out more about how payment companies process your personal data, please refer to our Privacy Policy.

We may at our reasonable discretion, change the price of our paid Services, including subscription renewal prices, from time to time. Any changes to the pricing will not affect your current subscription period and will become effective only upon the subscription renewal. We will always send you a notification prior to charging with an upcoming payment amount. Subject to applicable law, (i) if you disagree with any proposed change of renewal price, your sole

remedy is to cancel your subscription before the next charge is made, and (ii) your continued use of the Services without canceling the subscription constitutes your agreement to pay the new renewal price for the Services.

If any of your payment details change (like card number or its expiry date), please let us know as soon as possible so we can continue to provide the Services uninterrupted. If you update payment details in your Account, the updated information will be regarded as your preferred method for any future payments. Sometimes we may receive updated credit or debit card information from your card issuer or the card network, which ConvertAPI will use to update your payment details automatically.

Free trial for our paid Services is only offered for testing and development purposes, and shall not be used for any other purposes. We determine your free trial eligibility at our sole discretion, and to the extent permitted under applicable law, we may limit or withdraw the free trial option at any time without notice for any reason or no reason. You are limited to one free trial of Services only, and the combining of free trials or other misuses of free trials is prohibited. If you provide your payment details when signing up, we may automatically charge you for the paid Services subscription once the free trial limits are exceeded, and will auto-renew until canceled. If you do not want to continue with a paid subscription after the free trial, you must cancel it.

IV. CANCELLATION

You have a right to cancel your subscription to the Services (as well as turn off auto-renewals for the upcoming Service period) at any time. Please note that the unused part of the canceled subscriptions or prepaid Services will not be refunded).

V. LICENSE

By using the Services you will also use our Software, that is any software that accompanies or is made available in connection with the Services provided by us to you for your use of the Services. We grant you a limited, revocable, non-exclusive, personal, non-transferable, non-sublicensable, non-assignable, fixed-term license (the "License") to use the Software for the purpose of accessing and using the Services, and only as an integral component of the Services. No other right or license, express or implied, of any kind, is granted to you hereunder with respect to the Services and/or Software.

The Software, used pursuant to these TOS is licensed, not sold, and you receive no title to or ownership of any copy, or of the Software, Services, and Website. ConvertAPI retains all rights, title, and interest in and to the Services, Software, Website, and any portion thereof. All rights are reserved unless otherwise explicitly expressed.

You hereby grant ConvertAPI and/or its affiliated companies a perpetual, irrevocable, worldwide license to use feedback that you communicate to us (including but not limited to any recommendation, idea, proposal, suggestion, feedback, review, or other input related to our Services, Software, Website) without reimbursement or compensation, without any obligation to report on such use, and without any other restriction.

VI. PROHIBITED AND RESTRICTED USE

Your access to and use of the Services, Software and Website is subject to the TOS and all applicable laws and regulations. We reserve the right, at any time, in our sole discretion, with or without notice, to suspend and/or terminate the Account and/or availability of Services to any users who violate any applicable laws or these TOS, whether a repeated violation or a single instance.

You agree that you shall not yourself and/or enable others to:

- use, assist, encourage, or enable others to use the Services/Software/Website for any unlawful, illicit, illegal, criminal, or fraudulent activities, including but not limited to fraud, spam, hacking, use of stolen credit cards, credit card fraud, financial fraud, extortion, blackmail, kidnapping, rape, murder, sale of stolen information, sale of stolen goods, offer or sale of prohibited and dual-use goods, offer or sale of controlled substances, identity theft, pharming, phishing, scraping in any form or scale, digital piracy, and other similar activities;
- use the Services/Website for any military purpose, including cyber warfare, weapons development, design, manufacture, or production of weapons of mass destruction;
- assault, interfere, gain unauthorized access, deny service in any way or form to any other network, computer, or node through our Services/Website;
- exploit children in any way, including audio, video, photography, digital content, etc.;
- violate, infringe, or misappropriate ConvertAPI, our licensors and/or any other third parties' copyright, other intellectual property rights, privacy, or other legal rights;
- communicate, transmit, store, make available, share anything that is illegal, abusive, harassing, or otherwise objectionable;
- transmit any viruses or other computer codes, files, programs, instructions, or technological means that disrupt, damage, or interfere with the use of computers or related systems;
- attempt to circumvent any technological measure and/or arrangement implemented by ConvertAPI, or by the owner of the resource or the source of the material that the technological measure protects;

- interfere with or disrupt the integrity or performance of the Service/Website;
- take any action that imposes or may impose an unreasonable or disproportionately large load on our infrastructure;
- sublicense, sell, resell, transfer, assign, distribute, reverse engineer or otherwise commercially exploit or make available to any third party the Services, Subscription, and/or Account in any way;
- use any robot, spider, scraper, or other automated means to access our Website or Services for any purpose without our prior written permission;
- build a product using similar ideas, features, functions, or graphics of the Service/Website or copy any ideas, features, functions, or graphics of the Services/Website;
- claim that you are the representative or agent of any of the Services, including any of its functionality;
- threaten, stalk, harm, or harass others, or promote bigotry or discrimination;
- attempt to gain unauthorized access to the Services, Accounts, computer systems, or networks connected to the Services through hacking, password mining, brute force, or any other means;
- violate general ethical or moral norms, good customs, and fair conduct norms;
- use the Services/Website for anything other than lawful purposes;
- act in unrespectful, threatening, offensive, and/or malicious way with respect to ConvertAPI and/or ConvertAPI partners;
- access and use the Services if you have been or are prohibited to access the Services, or if your Account has been suspended or terminated due to any reason;
- share non-public features or content of the Software and/or Services with any third party;
- to the extent permitted under applicable law, otherwise violate or attempt to evade, or circumvent these TOS.

You also shall not take any action to jeopardize, limit or interfere in any manner with our ownership and rights with respect to the Services/Software/Website. Except and to the extent that this is expressly permitted by applicable law and these TOS, you receive no right to and shall, not yourself or enable others to: (i) reproduce, modify, create derivative works from, distribute, make available over the network, publicly display, or publicly perform the Services, Software, or Website; (ii) use the Services, Software, or Website for any software or hardware

development, compilation, debugging and similar design-time purposes; (iii) reverse-compile or decompile, analyze, reverse-engineer, reverse-assemble or disassemble, unlock or otherwise attempt to discover the source code or underlying algorithms of the Services, Software, or Website, or attempt to do any of the foregoing in relation to the Services, Software, or Website - reverse engineer, decompile, disassemble, decrypt the Software, Services, Website, or make any attempt to derive the code, trade secrets, functionality or other confidential information from the Services, Software, Website; (iv) translate, adapt, arrange, or make any other alteration of the Services, Software, Website, and reproduce the results thereof, or merge them into any other service or software; (v) transfer, distribute, lease, sublicense, or rent the Services, Software, Website, and/or your rights granted under the License to any third party; (v) use the Services, Software, Website in any manner that is not expressly permitted pursuant to the TOS; (vi) remove or modify markings or any notice of proprietary rights of the Services, Software, Website.

We may use automated tools to identify misuse and abuse of our Services. These tools may be looking for irregular patterns when new sessions are initiated, and if such patterns are noticed, it might automatically suspend your Account or otherwise limit your access to the Services until further investigation is complete.

It is your responsibility to comprehend the relevant laws related to any jurisdiction or venue that concerns you, your actions, and your use of the Services. You access and use the Services in your country on your own initiative, and you are solely responsible for complying with your local laws and regulations and the laws and regulations of any country with which or through which you communicate, transmit, or receive data, if and to the extent such laws are applicable.

We encourage you to let us know about the violation of these TOS by any of ConvertAPI users or other third parties by contacting us at support@convertapi.com. In case of such notice, we may take appropriate action at our sole discretion.

VII. DISCLAIMER OF WARRANTIES

Reasonable efforts are taken to improve the accuracy and integrity of the Services, but complex software is never wholly free from defects, errors, and bugs. We give no warranty or representation that the Services will be wholly free from defects, errors, and bugs, such as downtime, loss of data, corrupt data, service delay, mistakes, out-of-date information, or others. Notwithstanding any other provision of the TOS, we reserve the right to modify, suspend, or terminate access to the Services, or any functionality comprising a part of the Services at any time. In no event, to the extent permitted under applicable law, will we be liable for making these changes. In exceptional and very limited cases, our Services may be unavailable from time to time due to human, digital, mechanical, telecommunication, software, and other failures. We

cannot predict or control when such downtime may occur and cannot control the duration of such downtime.

THE SERVICES, SOFTWARE, AND WEBSITE ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WE MAKE NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE COMPLETENESS, ACCURACY, ADEQUACY, SUITABILITY, FUNCTIONALITY, AVAILABILITY, OR OPERATION OF THE SERVICES, SOFTWARE, AND WEBSITE, INCLUDING THEIR MERCHANTABILITY, DURABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT WE DO NOT HAVE CONTROL OVER YOUR USE OF THE SERVICES, SOFTWARE, AND WEBSITE, AND WE DO NOT WARRANT THE PERFORMANCE OR RESULTS THAT MAY BE OBTAINED THROUGH YOUR USE OF THE SERVICES, SOFTWARE, AND WEBSITE. YOU ASSUME ALL RISKS AND RESPONSIBILITY FOR YOUR USE OF THE SERVICES, SOFTWARE, AND WEBSITE, AND FOR ANY LOSS OF OR ERRORS IN YOUR CONTENT OR ANY DATA OR INFORMATION. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, WE NEITHER WARRANT NOR REPRESENT THAT YOUR USE OF THE SERVICES, SOFTWARE, AND WEBSITE WILL NOT INFRINGE THE RIGHTS OF ANY THIRD PARTIES, NOR THAT THE SERVICES WILL BE AVAILABLE FOR YOUR ACCESS OR USE, NOR THAT OPERATION OF THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN ADDITION, YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM ONE JURISDICTION TO ANOTHER JURISDICTION.

VIII. LIMITATION OF LIABILITIES

There are inherent risks in relying upon, using, transmitting, or retrieving any data and/or content on the internet, and we urge you to make sure you understand these risks before using the Services. ConvertAPI disclaims all responsibility for the behavior of its users and/or visitors when they access or use the Services/Website.

YOUR USE OF THE SERVICES AND WEBSITE IS AT YOUR OWN RISK. NEITHER CONVERTAPI, NOR ANY OF ITS PARENTS, SUBSIDIARIES, OR AFFILIATES, NOR ANY OF THEIR EMPLOYEES, OFFICERS, OR DIRECTORS, SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF BUSINESS, LOST PROFITS, INTERRUPTION OF BUSINESS, COST OF COVER OR ANY OTHER DAMAGES) ARISING OUT OF OR IN ANY WAY RELATED TO THESE TOS OR THE USE OR INABILITY TO USE THE SERVICES OR WEBSITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE TOTAL AGGREGATE LIABILITY OF CONVERTAPI ARISING OUT OF OR RELATING TO THESE TOS SHALL NOT EXCEED WHAT YOU PAID TO CONVERTAPI DURING TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY AND SHALL NOT INCLUDE ATTORNEY FEES OR COURT COSTS IRRESPECTIVE OF ANY LAWS OR STATUTES THAT MAY PRESCRIBE OTHERWISE. YOU ACKNOWLEDGE THAT THE AMOUNT OF FEES PAYABLE BY YOU TO CONVERTAPI HEREUNDER REFLECTS THE ALLOCATION OF RISK SET FORTH IN THE TOS AND THAT CONVERTAPI WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITH YOU WITHOUT THE LIMITATIONS ON ITS LIABILITY CONTAINED IN THIS SECTION.

Some jurisdictions restrict or do not allow the limitation of liability in contracts (e.g., limitation of liability for death or personal injury caused by the other party's negligence, fraud, or fraudulent misrepresentation, willful misconduct, or gross negligence). As a result, the respective provisions of this Section may not apply to you. In cases where such restrictions on the limitation of liability apply, the liability of ConvertAPI shall be limited to the fullest extent permitted by certain applicable laws.

Please also note, that ConvertAPI has implemented security measures aimed at securing the Services and Website, and in individual cases may have external auditing and insurance coverage; nevertheless, the internet is not a secure network, and system reliability could be impaired independently of ConvertAPI's efforts and will. In addition, ConvertAPI cannot be held liable for unpredictable events such as cyber-attacks, loss of data, software bugs, security breaches regarding the transmission of data, or for performance guarantees regarding the volume and speed of data transmissions. Users are responsible for taking all appropriate measures to protect their own data, software, equipment, and systems, particularly from contamination by any viruses circulating on the internet.

IX. INDEMNIFICATION

You agree, at your own expense, to indemnify, defend, and hold harmless ConvertAPI, its subsidiaries, and affiliates, and their officers, directors, employees, agents, distributors, and licensees from and against any judgments, losses, deficiencies, damages, liabilities, costs, claims, demands, suits, and expenses (including, without limitation, reasonable attorneys' fees, expert witness fees, and expenses) incurred in, arising out of or in any way related to (i) your breach of these TOS; (ii) your (or any other user's of your Account) use of the Services; (iii) your violation of any applicable laws, rules, and regulations; or (iv) your negligence or willful misconduct. ConvertAPI shall not be responsible for any delay or disruption to your use of the Services, including any damages stemming therefrom, caused by circumstances falling under this Section.

X. SUSPENSION AND TERMINATION

We may suspend (for clarification, investigation, or when requesting you to explain your actions) or terminate your Account and/or Services, if (i) we cannot charge you for the auto-renewed Subscription, (ii) you breach the Prohibited and Restricted Use rules of the TOS, (iii) you breach any applicable laws, (iv) it is required to do so by law or competent authority (e.g., where the provision of the Services becomes unlawful in your country of residence, or final court judgment bearing relation to your use of our Services, Software, or Website is issued). We at our sole discretion, may impose a temporary suspension of your Account and/or Services in case of misconfiguration or excessive usage of the Services, which may compromise the accessibility, proper functioning, or security of the Services.

If the situation warrants, we will give you a reasonable opportunity to fix the issue before suspending or terminating your Account and/or Services, e.g. by providing a warning email. However, if your Account has been suspended, you must contact us for further information. We may (but have no obligation) suspend your Account for a reasonable period of time before we terminate it permanently.

Usually, we will send you prior notice before suspending or terminating your Account and/or Services. However, under limited circumstances, we will be unable to send a notice to you prior to terminating your access to our Services if: (i) you are in material breach of the Prohibited and Restricted Use rules of the TOS or any applicable laws in such a way as to immediately and seriously endanger us and/or any other third party or cause disruption to our Services; (ii) we are unable to send you notice because you have not provided or properly updated your contact details; (iii) we are unable to notify you due to the requirements of law and/or orders of the authorities.

Any suspension or termination of your Account and/or Services by ConvertAPI applies to you personally; you may not access our Services through any other Account that you own or create or through Accounts owned or created by others.

Upon suspension or termination under these TOS, you will lose access to the Services and you shall cease all use of the Software. Upon expiration of your Subscription or any termination under these TOS, the License granted hereunder and any other licenses, if any, will immediately terminate without further notice from us. Therefore, you shall cease all use of the Software and Services, as well as delete, destroy, or return all copies of the Software in your possession or control.

The rules set forth in the TOS will survive termination or expiration of the TOS for any reason, and will always apply to any past and present use and access of the Services and/or Website.

XI. GOVERNING LAW AND DISPUTE RESOLUTION

These TOS will be governed by the laws of the Republic of Lithuania except for its conflicts of laws principles. However, some countries (including countries of the European Union) have laws that require contracts to be governed by the mandatory provisions of the local laws. In such cases, mandatory provisions of the local laws of your country of residence apply.

We always seek to address your concerns without needing formal litigation. Before filing a claim against ConvertAPI, please try to resolve the dispute amicably by sending us a written notice of dispute that includes your name, a detailed description of the dispute, and the relief you seek. We will try to resolve the dispute by contacting you via email. If a dispute is not resolved, you or ConvertAPI may bring a formal proceeding.

You and ConvertAPI agree that any judicial proceeding to resolve claims relating to the TOS will be brought in the courts of the Republic of Lithuania. Where permitted under applicable law, you and ConvertAPI agree that each shall only bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative action. Unless both you and ConvertAPI agree, no arbitrator or judge shall consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

XII. MISCELLANEOUS

Actual coverage, speeds, locations, and quality of Services may vary. ConvertAPI attempts to improve and provide Services at all times. However, our Services may not be available without prior notice or ConvertAPI's liability, including when (i) we test, update, expand, add, or remove our Services, features, and functionalities, including those required to reflect changes in relevant laws and regulatory requirements (ii) we experience temporary interruptions due to technical difficulties, maintenance or human errors; (iii) events beyond our control (e.g., events in nature and other force majeure events) happens.

We reserve the right to modify or update the operation of the Services at our sole discretion, at any time, for any reason, and without notice or liability. We may also suspend the Services entirely, in which event we will notify you in advance unless extenuating circumstances, such as safety or security concerns, prevent us from doing so. If you have prepaid fees directly to ConvertAPI for a paid Subscription that ConvertAPI permanently discontinues prior to the end of its period, ConvertAPI will refund you the pro rata part of such prepaid fees for the period after such discontinuation, and in such case, your Account and billing information must be up to date in order for us to refund you. ConvertAPI has no liability to you, nor any obligation to provide a refund to you, in connection with the internet or other service outages or failures that are caused by the actions of the authorities, other third parties, or events beyond our control.

If any provision of the TOS is found to be unenforceable or invalid by any competent authority, that provision shall be limited or eliminated to the minimum extent necessary so that other provisions of the TOS shall otherwise remain in full force and effect and enforceable.

You may not assign these TOS or any rights or interest under these TOS or delegate any obligations to be performed under these TOS, without ConvertAPI's prior written consent. ConvertAPI can assign, transfer, or delegate any of its rights and obligations under these TOS to selected third parties without your consent, including but not limited to, in cases of a corporate reorganization, merger, acquisitions, sale, or transfer of all or substantially all of the company assets. Notification of any material changes that affect your rights or obligations will be provided to you by reasonable means (e.g., via email).

You are responsible for any charges that may apply to your use of our Services or Website, including internet access, data, and roaming charges.

Our Services, Software, and Website may incorporate, embed, be combined with, or may otherwise interact with third-party computer programs, applications, services, links, and components ("Third-Party Components"). For the avoidance of doubt, sections VII and VIII of these TOS apply to any interaction with Third-Party Components.

You may link to our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

You may provide notices, requests, information, and other communications to ConvertAPI via our customer support. You agree to receive communications from us electronically, e.g., by email, through our applications, and customer support platforms, and consent that such notifications have the same legal power as communication in writing. We may communicate with you in order to advise you about provisions, changes, or additions to the Services or for other purposes that are reasonable or required by applicable law. When communicating with our customer support representatives, you agree to be respectful and kind. In addition, you undertake to provide accurate data for communication with us and, if your contact details have changed, update them in your Account immediately. ConvertAPI is not liable if you do not receive certain notices regarding the Services upon your failure to update your contact details.

Certain Services may require an active and stable connection to the internet in order to function. It is therefore your responsibility to ensure that you have at all times an active and stable internet connection.

ConvertAPI products may be subject to the United States (U.S.) and European Union export and re-export control laws, sanctions rules and regulations, or similar laws applicable in other

jurisdictions. You warrant that you are (i) not located in any country to which the U.S., the European Union, the United Kingdom or other relevant jurisdiction has embargoed goods or has otherwise applied any economic sanctions, which would forbid or limit the use, import, export, sale of, or payment for the Services; and (ii), not a denied party as specified in any applicable export or re-export laws or regulations or similar laws applicable in relevant jurisdictions or otherwise listed on any list of prohibited or restricted parties by any relevant sanctions authority ("Sanctions Authorities"). You agree to comply with all applicable export and re-export control laws and regulations, as they may be applicable to you. Specifically, you agree not to - directly or indirectly - use, sell, export, re-export, transfer, divert, release, or otherwise dispose of any ConvertAPI Services, including products, software, or technology (notwithstanding products derived from or based on such technology) received from under these TOS to any destination, entity, or person or for any end-use prohibited by the applicable export control laws, trade and economic sanctions maintained by Sanctions Authorities or any applicable laws or regulations without obtaining any required prior authorization from the competent government authorities as required by those laws and regulations.

ConvertAPI shall not be in breach of the TOS nor liable for delay in performing, or failing to perform, any obligations under the TOS if such delay or failure results from unforeseen circumstances, events, or causes beyond ConvertAPI's reasonable control (including, but not limited to, failures of third party software (whether open or not), failures of your telecommunication or internet service providers, force majeure, earthquakes, fires, floods, pandemics and epidemics of infectious diseases, embargoes, government actions, labor disputes and strikes, riots, war, the novelty of product manufacture or other unanticipated product development problems, and other acts of civil and military authorities). In such cases, ConvertAPI shall be entitled to a reasonable extension of the time for performing any such obligations under the TOS.

The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these TOS.