

WIDGERA AI AGENT TERMS OF SERVICE

Effective Date: *November 29, 2025*

1. AGREEMENT AND ACCEPTANCE

These Terms of Service ("Terms") constitute a legally binding agreement between the customer identified in an ordering document or online registration ("Customer," "Client," "you") and Widgera Inc., a Delaware corporation ("Widgera," "we," "us," "our"), governing access to and use of Widgera's AI agent platform, widgets, customer insights features, analytics dashboard, Customer Relationship Management (CRM) system, and related services (collectively, the "Service").

By accessing the Service, registering an account, deploying AI agents, or using any Service features, Customer agrees to be bound by these Terms and our Privacy Policy, which is incorporated herein by reference.

2. DEFINITIONS

"AI Agent" means the artificial intelligence-powered chat assistant developed by Widgera and deployed by Customer.

"Analytics Dashboard" means the platform feature providing traffic analytics, behavior insights, and AI-powered analytics chat functionality.

"Customer Data" means all data, content, and information submitted to or processed by the Service by or for Customer, including End User conversations and metadata.

"Customer Insights" means the optional profiling and analytics feature that processes and stores End User interaction data to generate behavioral and psychographic insights.

"CRM System" means the Customer Relationship Management feature that stores and manages End User contact information, interaction history, and relationship data.

"End Users" means individuals who interact with Customer's AI Agent through Customer's websites, applications, or other communication channels.

"Profiles" means AI-generated, non-sensitive behavioral and psychographic inferences created through the Customer Insights feature.

"Registered Users" means End Users who have created accounts with Customer or explicitly registered for data retention.

"Unregistered Users" means End Users who interact without account creation, subject to automatic 7-day data deletion.

"Subscription Term" means the period during which Customer has access to the Service as specified in the applicable Order or subscription agreement.

3. SERVICE ACCESS AND LICENSE

3.1 License Grant

Subject to these Terms and timely payment of applicable fees, Widgera grants Customer a non-exclusive, non-transferable, limited license during the Subscription Term to:

- Access and use the Service for Customer's legitimate business purposes
- Deploy AI Agents on Customer's websites and communication channels
- Configure and customize AI Agent functionality within Service parameters
- Access analytics dashboard and reporting features included in Customer's subscription plan
- Utilize CRM features for customer relationship management
- Process analytics insights through AI-powered chat functionality

3.2 License Restrictions

Customer may not:

- Sublicense, distribute, or resell the Service to third parties
- Reverse engineer, decompile, or disassemble any Service components
- Use the Service for illegal, harmful, or unauthorized purposes
- Attempt to gain unauthorized access to Service systems or data
- Interfere with or disrupt Service operations or security measures
- Use the Service to violate privacy rights of End Users
- Process sensitive personal data without appropriate safeguards

3.3 Service Availability

While we strive for high availability, the Service is provided on an "as available" basis. We may perform maintenance, updates, or modifications that temporarily affect Service accessibility.

4. DATA PROCESSING ROLES AND RESPONSIBILITIES

4.1 Controller-Processor Relationship

- **Customer as Controller:** Customer acts as the data controller for End User data, determining the purposes and legal basis for processing
- **Widgera as Processor:** Widgera processes End User data solely according to Customer's instructions and applicable Data Processing Addendum ("DPA")
- **Widgera as Controller:** Widgera acts as controller only for its own operational data and Customer account management

4.2 Customer Instructions

Customer hereby instructs Widgera to process Customer Data to:

- Provide core AI Agent functionality and conversation services
- Maintain Service security, performance, and reliability
- Generate analytics and insights as configured by Customer
- Process CRM data according to Customer's configuration and retention settings
- Provide Customer Insights (when enabled) according to Customer's configuration
- Process analytics chat conversations for insights and recommendations
- Comply with legal obligations and enforce these Terms

4.3 Data Processing Addendum

The parties' data processing relationship is further governed by Widgera's Data Processing Addendum, which forms an integral part of these Terms and takes precedence over conflicting provisions regarding data processing.

5. ANALYTICS DASHBOARD AND AI ANALYTICS CHAT

5.1 Feature Description

The Analytics Dashboard enables:

- **Traffic and Behavior Analytics:** Comprehensive website and user interaction analytics
- **Message-Derived Insights:** Analytics generated from customer conversation patterns
- **AI Analytics Chat:** Interactive AI assistant for discussing analytics and generating insights
- **Custom Reports:** Configurable analytics reports and visualizations
- **Performance Monitoring:** Real-time monitoring of AI Agent performance and customer satisfaction

5.2 AI Analytics Chat Processing

Conversation Storage:

- Analytics chat conversations stored for service continuity and improved insights
- Conversation history maintained to provide contextual responses
- User preferences and analysis requests remembered across sessions
- Business insights and patterns extracted from analytics discussions

Data Processing:

- Processing of business data shared in analytics conversations
- Generation of insights, patterns, and recommendations
- Custom analysis based on user requests and business context
- Integration with Customer's analytics data for comprehensive insights

5.3 Analytics Data Retention

- **Conversation History:** Up to 24 months for registered users
- **Analytics Data:** Retained according to Customer's configured settings
- **Insights and Reports:** Stored for business continuity and historical analysis
- **Unregistered User Data:** Automatically deleted after 7 days

6. CUSTOMER RELATIONSHIP MANAGEMENT (CRM) SYSTEM

6.1 CRM Feature Description

The CRM System enables:

- **Contact Management:** Storage and organization of End User contact information
- **Interaction History:** Tracking of customer conversations and service requests
- **Relationship Building:** Maintenance of customer context across interactions
- **Preference Management:** Storage of customer preferences and settings
- **Service Continuity:** Enhanced customer service through historical context

6.2 CRM Data Collection

Information Stored:

- Contact information voluntarily provided by End Users (names, email addresses, phone numbers)

- Conversation topics and preferences expressed by End Users
- Interaction summaries and service history
- Business context shared by End Users
- User-selected information designated for CRM storage
- Communication preferences and channel preferences

Collection Methods:

- Voluntary provision by End Users during conversations
- User selection of information to be stored in CRM
- Automatic capture of interaction metadata (timestamps, communication channels)
- Integration with Customer's existing systems where configured

6.3 CRM Data Retention and Management

Retention Periods:

- **Registered Users:** Up to 24 months (configurable by Customer)
- **Unregistered Users:** Automatic deletion after 7 days
- **Customer-Controlled Settings:** Shorter retention periods available per Customer preference
- **Early Deletion:** Available upon End User request

Data Management:

- Customer dashboard access to CRM data and analytics
- Export capabilities for Customer's business use
- Secure deletion procedures with audit trails
- Data isolation between different Customers

7. CUSTOMER INSIGHTS FEATURE

7.1 Feature Description

Customer Insights is an optional Service feature that enables:

- Enhanced conversation analytics and End User behavior insights
- Personalized AI Agent responses based on interaction history
- Aggregate reporting on customer service trends and patterns
- Long-term data retention for improved service continuity

7.2 Feature Enablement and Configuration

- Customer Insights is disabled by default and must be explicitly enabled by Customer
- Customer controls feature activation on a per-AI Agent basis
- Customer configures data retention periods (up to 24 months maximum)
- Feature settings can be modified or disabled at any time through the Service dashboard

7.3 Legal Basis and Consent Management

When enabling Customer Insights or CRM features, Customer is responsible for:

Legal Basis Selection: Choosing appropriate legal basis under applicable privacy laws

End User Notice: Providing clear, comprehensive privacy notices to End Users including:

- Information about data collection and processing
- Purposes of CRM and analytics processing
- Retention periods and data management
- End User rights and contact information

Consent Collection: Obtaining valid consent where required by applicable law, including:

- Opt-in consent for CRM data storage (unregistered users)
- Clear explanation of data processing purposes
- Easy consent withdrawal mechanisms
- Granular consent options for different processing purposes

Consent Documentation: Maintaining records of consent collection and management

Rights Facilitation: Honoring End User privacy rights and forwarding requests to Widgera when necessary

7.4 Unregistered User Data Management

7-Day Automatic Deletion:

- All CRM and interaction data for unregistered users automatically deleted after 7 days
- No long-term profiling or behavioral analysis for unregistered users
- Cookie-based temporary identification for service continuity only
- Clear notification of automatic deletion policies

Immediate Deletion Options:

- End Users can request immediate deletion through chat interface
- Simple deletion commands available during conversations
- Customer service assistance for deletion requests
- Verification of deletion completion

Consent Requirements:

- Minimally intrusive privacy notice for unregistered users
- Clear explanation before any CRM data storage
- Easy opt-out options available at any time
- No processing beyond basic chat functionality without consent

7.5 Prohibited Processing Activities

Neither Customer nor Widgera will use Customer Insights or CRM data to:

Generate Sensitive Inferences: Create profiles based on special categories of data (health, religion, political opinions, union membership, sexual orientation, racial/ethnic origin)

Perform Biometric Analysis: Conduct emotion recognition, biometric categorization, or similar technologies

Assess Risk Factors: Evaluate criminal propensity, creditworthiness, or legal compliance

Enable Discrimination: Support decisions that could result in unfair treatment of individuals

Social Scoring: Create scores or rankings that evaluate individuals' social behavior or trustworthiness

7.6 Data Retention and Deletion

Maximum Retention: Customer Insights and CRM data retained for maximum 24 months (configurable by Customer)

Automatic Deletion: Data automatically deleted or anonymized upon expiration

Early Deletion: Available upon End User request or Customer instruction

Secure Deletion: All deletion processes use industry-standard secure deletion methods

7.7 End User Rights Support

Customer will:

- Provide End Users with accessible methods to exercise privacy rights
- Forward data subject requests to Widgera when technical assistance is required
- Ensure End Users can access, correct, delete, or object to processing of their data
- Facilitate human review of automated decisions when requested
- Maintain records of rights requests and responses
- Implement privacy controls for unregistered users

8. CUSTOMER RESPONSIBILITIES AND OBLIGATIONS

8.1 Lawful Use Requirements

Customer agrees to:

- Use the Service only for lawful business purposes
- Comply with all applicable laws, regulations, and industry standards
- Obtain necessary permissions, licenses, and consents for Service use
- Implement appropriate age verification measures where required
- Maintain accurate and current account information
- Respect End User privacy rights and data protection requirements

8.2 Data Protection Compliance

Customer is responsible for:

Legal Basis: Ensuring valid legal basis for all data processing activities including CRM and analytics

Notice and Transparency: Providing comprehensive privacy notices to End Users including:

- CRM data collection and processing purposes
- Analytics and insights generation
- Data retention periods and geographic storage
- End User rights and contact information

Consent Management: Collecting, documenting, and managing End User consents including:

- CRM data storage consent for unregistered users
- Analytics processing consent where required
- Clear withdrawal mechanisms
- Consent renewal procedures

Data Minimization: Ensuring processing is limited to necessary purposes and data categories

Security Measures: Implementing appropriate technical and organizational measures

8.3 Prohibited Data Categories

Customer will not submit or instruct processing of:

Children's Data: Personal data of children under applicable age thresholds without proper safeguards

Sensitive Data: Special categories of personal data unless explicitly authorized and protected

Illegal Content: Any content that violates applicable laws or regulations

Confidential Information: Third-party confidential information without proper authorization

8.4 Configuration and Monitoring

Customer shall:

- Configure AI Agents, analytics, and CRM features appropriately for intended use
- Monitor AI Agent performance and End User interactions
- Promptly address any misuse or security concerns
- Maintain current contact information for Service notifications
- Review and update Service configurations as business needs change
- Ensure compliance with privacy obligations for unregistered users

9. ACCEPTABLE USE POLICY

9.1 Permitted Uses

The Service may be used for:

- Legitimate customer service and support operations
- Business communication and consultation services
- Customer relationship management and analytics
- Educational and training purposes (with appropriate safeguards)
- Research and development (subject to privacy and ethical constraints)

9.2 Prohibited Activities

Customer and End Users may not:

Illegal Activities: Use the Service for any illegal or unauthorized purposes

Harmful Content: Transmit malware, viruses, or malicious code

Harassment: Engage in harassment, abuse, or discriminatory behavior

Intellectual Property Violation: Infringe on third-party intellectual property rights

Security Violations: Attempt to breach Service security or access unauthorized data

Data Mining: Attempt to extract or reverse-engineer proprietary algorithms or data

Privacy Violations: Use the Service to violate End User privacy rights

Impersonation: Impersonate others or misrepresent identity or affiliation

9.3 Content Standards

All content processed through the Service must:

- Comply with applicable laws and community standards
- Respect intellectual property and privacy rights
- Meet professional and ethical standards appropriate for business use
- Avoid content that could harm minors or vulnerable populations

10. SECURITY AND INCIDENT RESPONSE

10.1 Security Measures

Widgera implements enterprise-grade security including:

Data Encryption: AES-256 encryption at rest and TLS 1.3+ in transit

Access Controls: Multi-factor authentication and role-based permissions

Network Security: Firewalls, intrusion detection, and monitoring systems

Data Isolation: Customer data maintained in separate, secure environments

Geographic Security: Region-specific data processing and storage

10.2 Incident Response Procedures

In the event of a security incident affecting Customer Data:

Immediate Response: Containment and mitigation measures are implemented immediately

Customer Notification: Customer is notified without undue delay with available incident details

Investigation Support: Widgera provides reasonable assistance for Customer's legal obligations

Documentation: Comprehensive incident reports and corrective action plans are provided

10.3 Customer Security Responsibilities

Customer agrees to:

- Maintain secure account credentials and access management
- Promptly report suspected security incidents or unauthorized access
- Implement appropriate security measures for their own systems and networks
- Follow security best practices and recommendations provided by Widgera
- Ensure End User data is handled securely in compliance with privacy laws

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Service IP Ownership

Widgera retains all rights, title, and interest in:

- The Service platform, software, and underlying technology
- AI models, algorithms, and proprietary methodologies
- Analytics and CRM system components
- Trademarks, logos, and branding elements
- Documentation, training materials, and support resources

11.2 Customer Data Ownership

Customer retains ownership of:

- All Customer Data submitted to the Service
- Content created or generated through Service use
- Business information and configurations
- Customer-specific customizations and settings
- CRM data and customer relationship information

11.3 Aggregated Data Usage

Subject to privacy and confidentiality obligations, Widgera may use aggregated, anonymized data derived from Service usage to:

- Improve Service performance, features, and reliability
- Develop new products and services
- Generate industry insights and benchmarks
- Enhance security and fraud prevention measures

11.4 Feedback and Suggestions

Any feedback, suggestions, or recommendations provided by Customer regarding the Service may be used by Widgera without restriction or compensation.

12. FEES, BILLING, AND PAYMENT

12.1 Subscription Fees

- Fees are as specified in the applicable Order or subscription plan
- All fees are exclusive of applicable taxes unless otherwise stated.
- Widgera reserves the right to modify pricing upon at least thirty (30) days advance written notice to Customer.

12.2 Payment Terms

- Fees are due and payable within thirty (30) days of invoice date unless otherwise specified
- Customer is responsible for all applicable taxes except taxes on Widgera's income

12.3 Feature-Based Pricing

- Customer Insights, CRM, and advanced analytics features may incur additional charges
- Usage-based fees are calculated according to published rate schedules
- Overage charges apply for usage exceeding subscription limits

12.4 Refund Policy

Refunds are governed by our separate Subscription Refund Policy, which provides for refunds under specific circumstances and timeframes.

13. CONFIDENTIALITY

13.1 Mutual Confidentiality

Each party agrees to:

- Protect the other party's Confidential Information using reasonable care
- Use Confidential Information solely for purposes authorized under these Terms
- Limit access to Confidential Information to employees and agents with legitimate need
- Return or destroy Confidential Information upon termination

13.2 Confidential Information Definition

Confidential Information includes:

- Proprietary technology, algorithms, and methodologies
- Business strategies, customer lists, and financial information
- Technical specifications, documentation, and training materials
- CRM data and customer relationship information
- Any information marked or identified as confidential

13.3 Exceptions

Confidentiality obligations do not apply to information that:

- Is publicly available through no breach of these Terms
- Was known prior to disclosure without confidentiality restrictions
- Is independently developed without use of Confidential Information
- Must be disclosed pursuant to legal or regulatory requirements

14. WARRANTIES AND DISCLAIMERS

14.1 Mutual Warranties

Each party represents and warrants that:

- It has full authority to enter into these Terms
- These Terms constitute valid and binding obligations
- Performance will not violate applicable laws or third-party rights

14.2 Service Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

"AS IS" BASIS: The Service is provided "as is" without warranties of any kind

NO UPTIME GUARANTEE: Widgera does not guarantee uninterrupted or error-free Service operation

AI LIMITATIONS: AI-generated content may contain errors, biases, or inaccuracies

THIRD-PARTY SERVICES: Widgera disclaims responsibility for third-party integrations and services

DATA ACCURACY: Widgera does not warrant the accuracy of analytics insights or CRM data

14.3 Customer Warranties

Customer warrants that:

- Customer Data does not violate third-party rights or applicable laws
- Customer has necessary rights and permissions for all submitted content
- Customer will comply with all legal obligations related to data processing
- Customer will obtain required consents for CRM and analytics processing

15. LIMITATION OF LIABILITY

15.1 Liability Exclusions

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR:

Indirect Damages: Lost profits, business interruption, or consequential damages

Data Loss: Loss or corruption of data not caused by gross negligence

Third-Party Actions: Actions or omissions of third parties or End Users

Force Majeure: Events beyond reasonable control

15.2 Liability Cap

Each party's total aggregate liability arising out of or related to these Terms shall not exceed the greater of:

- The total amounts paid or payable by Customer to Widgera in the twelve (12) months preceding the event giving rise to liability, or
- \$10,000 USD

15.3 Essential Purpose

The limitations in this Section constitute an essential element of the bargain between the parties and apply regardless of the form of action or theory of liability.

16. TERM AND TERMINATION

16.1 Term

These Terms remain in effect during the Subscription Term and any renewals or extensions.

16.2 Termination for Cause

Either party may terminate these Terms immediately upon written notice if:

- The other party materially breaches these Terms and fails to cure within thirty (30) days of written notice
- The other party becomes insolvent, bankrupt, or makes an assignment for creditors
- Continuation would violate applicable law or regulatory requirements

16.3 Termination for Convenience

Either party may terminate these Terms for convenience with ninety (30) days' written notice.

16.4 Effect of Termination

Upon termination:

- Customer's access to the Service will cease immediately
- Outstanding fees remain due and payable
- Widgera will delete or return Customer Data as specified in the DPA
- Customer Insights and CRM data will be deleted according to configured retention settings
- Unregistered user data will be deleted within 7 days
- Survival provisions will remain in effect

16.5 Survival

The following provisions survive termination: intellectual property rights, confidentiality, liability limitations, dispute resolution, and any payment obligations.

17. DISPUTE RESOLUTION AND GOVERNING LAW

17.1 Governing Law

These Terms are governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to conflict of law principles.

17.2 Jurisdiction and Venue

Subject to the arbitration provision below, the exclusive jurisdiction and venue for any disputes shall be the state and federal courts located in Delaware.

17.3 Arbitration for Small Claims

For claims under \$50,000 USD, the parties agree to resolve disputes through binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules.

17.4 Equitable Relief

Either party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect intellectual property rights or confidential information.

17.5 Legal Cooperation and Notification

In the event Customer receives notice of a claim, lawsuit, or regulatory investigation (specifically including inquiries from the Competition Agency or Personal Data Protection Service) arising out of or related to Widgera's Service, Customer shall promptly notify Widgera. Widgera agrees to acknowledge receipt of such notice and, within three (3) business days of receiving such notice, provide an initial response regarding cooperation and necessary information to assist Customer in addressing the matter.

18. COMPLIANCE AND REGULATORY REQUIREMENTS

18.1 Export Controls

Customer agrees not to use the Service in violation of U.S. export control laws, economic sanctions, or trade restrictions.

18.2 International Compliance

The parties agree to comply with applicable privacy and data protection laws in jurisdictions where End Users are located, including but not limited to GDPR, CCPA, and other regional privacy regulations.

18.3 Industry Standards

Where applicable, Customer agrees to comply with industry-specific regulations and standards relevant to their business operations.

19. GENERAL PROVISIONS

19.1 Entire Agreement

These Terms, together with the Privacy Policy, DPA, Subscription Refund Policy, and any applicable Orders, constitute the entire agreement between the parties and supersede all prior agreements on the subject matter.

19.2 Order of Precedence

In case of conflict between documents, the order of precedence is: (1) DPA, (2) Order/SOW, (3) these Terms, (4) Privacy Policy, (5) Subscription Refund Policy.

19.3 Modifications

Widgera may modify these Terms by providing reasonable advance notice. Material changes require Customer consent for existing subscriptions.

19.4 Assignment

Neither party may assign these Terms without prior written consent, except either party may assign to affiliates or in connection with mergers, acquisitions, or sales of substantially all assets.

19.5 Severability

If any provision is found unenforceable, the remainder of these Terms shall remain in full force and effect.

19.6 Force Majeure

Neither party shall be liable for delays or failures due to causes beyond reasonable control, including natural disasters, government actions, or infrastructure failures.

19.7 Notices

All notices must be in writing and delivered to the addresses specified in the applicable Order or to support@widgera.com for Widgera.

19.8 No Third-Party Beneficiaries

These Terms are intended solely for the benefit of the parties and do not create rights for any third parties.

20. CONTACT INFORMATION

For questions about these Terms of Service:

Widgera Inc. Legal Department 1111B S Governors Ave #23248 Dover, Delaware 19904 United States **Email:** support@widgera.com **Website:** <https://widgera.com>

For urgent legal or compliance matters: **Email:** support@widgera.com **Subject Line:** "URGENT - Legal/Compliance Matter"

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These Terms of Service were last updated on November 29, 2025, and are effective immediately.