

Verbex PLATFORM

TERMS AND CONDITIONS OF SERVICE

Please read these terms of service (hereinafter referred to as the "Terms") carefully, as they form a legally binding agreement between **Hishab Japan Inc.**, a company incorporated under the laws of Japan, having its registered office at 4-3-3-3 Miyanomori, Chuo-Ku, Sapporo-shi, Hokkaido, Japan, 0640954, with registration number 4300-01-081821 (hereinafter referred to as "Hishab", "company", "we", "us", "our"), and the **end-user** (hereinafter referred to as "you" or "your"), governing your use of our website and services (hereinafter referred to as the "Services").

By using the Services, clicking "Accept" or "Agree" or any other word or phrase in English or any other language that conveys consent where such options are provided, or signing any subscription agreement that serves as a master agreement, you acknowledge that you have read, understood, and agreed to be bound by these Terms. Acceptance of these Terms establishes a legally binding agreement between you and Hishab and constitutes the standard terms of a contract under Article 548-2 of the Japanese Civil Code. If you are accepting these Terms on behalf of someone or any entity (hereinafter referred to as the "Client"), such Client shall also be bound by these Terms, subject to fulfilling all necessary formalities for registration of account and access to the Services.

By agreeing to these Terms, you expressly consent that, unless prohibited by law, any disputes, claims, or controversies arising out of or in connection with these Terms or the Services shall be resolved exclusively through arbitration.

For the purpose of this Agreement, the parties are hereinafter collectively referred to as the "parties" and individually as "party".

1. Acceptance of these Terms

By creating an account under a username, you agree to accept these Terms, regardless of any existing services agreement to which you may be a party, provided that such agreement incorporates these Terms by reference.

You further agree to comply with all other Hishab rules and policies, including its Privacy Policy, which details the information it collects from you and how it protects it. These policies are expressly incorporated into and form an integral part of these Terms.

Upon accepting these Terms, you will be bound by them until they are terminated unless stated otherwise herein this agreement. ***For details, see clause 7 (Term and Termination).***

2. Using the Services

a. Right to Use and License.

Subject to your compliance with these Terms, Hishab hereby grants you a non-exclusive, non-transferable, non-assignable, non-sublicensable and revocable (i) right to use the Services, as applicable, and (ii) where applicable in cases of on premise installations, license to object code that is installed in your Systems (where "Systems" means computing machine running code, whether on your premise or on a 3rd party's cloud

platform), solely for the purposes of utilizing our Service to deploy AI voice agents and solely in the manner described in these Terms and in any technical documentation contained in, or provided with, the Services.

Furthermore, you acknowledge and agree that your use of the Services is granted solely as a limited license, as outlined in these Terms, and not as an ownership or transfer of any rights. Under these Terms, you are not being granted any ownership, proprietary, or intellectual property rights in the Services. The rights granted to you are limited to the specific use of the Services as explicitly defined in these Terms, subject to any conditions, limitations, and restrictions stated herein. All rights not expressly granted to you are retained by us and are not transferred or conveyed to you in any manner.

(See Section 4 for more details on your use and Intellectual Property Rights (as defined) under these Terms.)

b. What Hishab Provides.

The Services include but are not limited to a hosted software solution (“Platform”) that allows you to create voice agents that can interact with your customers and stakeholders and respond to queries of such individuals in the most realistic manner possible.

Verbex Platform (think of it as an orchestration layer over three modules that are provided by various suppliers as well as a collection of tools, including a web dashboard (“Dashboard”)) allows you to, either via our API or via the Dashboard, utilize transcribing service module and intake/record stakeholder speech (usually on your device) followed by transcription of the speech to text (either on your device or in a cloud server), and then processing of the text on a trained large language model (“LLM” or “AI Model”) to generate responses, and then conversion of text to speech to be delivered to the stakeholder (using the voice module) (the Platform and additional value adds, such as phone numbers that connect to our Platform, but excluding Providers’ offering, collectively, the “Services”).

Verbex Platform seamlessly integrates the various modules’ individual steps to deliver a smooth and responsive conversation experience. It is not only optimized for low latency but also offers a realistic, human-like interaction through our custom models. These models leverage advanced tools for managing end pointing, handling interruptions, filtering background noise, voice processing, and more. We reserve the right to modify, update, or remove any features and functionalities of the Platform at our sole discretion, without prior notice. For more information, refer to the "Terms of Service" section on our website at <https://www.verbex.ai/legal/terms-of-service>, which forms part of these Terms and may be amended at any time without notice. Your continued use of the Services constitutes your acceptance of your changes.

c. Third Parties

Hishab’s control layer interacts with its third-party service providers (our “**Providers**”) as part of Services or parties that you wish to utilize. We expect our Providers list to grow with time. You understand and agree that when you use the various aspects of the Services (for eg. the transcription (i.e. through providers such as Deepgram), the LLM processing (we support any OpenAI-compatible endpoint, including Azure OpenAI, or your own custom LLM) and our voice generation (all voice providers are supported)) we will be sharing Your Content (as defined) with each Provider, subject

to each Provider's individual terms and conditions. We do not make any representation and warranties on any Provider's behalf, nor are we an agent of any such Provider. We principally provide you a control layer to obtain the best experience possible for AI enabled voice agents using each such Provider's capabilities.

Our Services are very flexible and our Platform allows you to conveniently customize which third parties you would like to use as part of the Services (whether our Providers or your own, including your own AI Models). If you have existing accounts with any of our Providers, you can bring your own API keys to Hishab. You can add them in the Dashboard under the Provider Keys tab. Once your API key is validated, you won't be charged when using that provider through Hishab. Instead, you'll be charged directly by the provider. The fees we charge you bundles in the usage fee from each of our Providers on a per use basis and our fee will be modified accordingly. Enterprise customers shall be subject to custom pricing schemes. For more details on customization and other details on our Service, check out our collection of [Documents](#) which will assist you in leveraging our Services efficiently.

You will in certain instances, need to have separate subscriptions with our Providers. For instance, if you would like to utilize the benefits of certain voice generation module providers (i.e. ElevenLabs or PlayHT) you will need to subscribe to an API plan that suits your needs with the respective Provider, as further described in our documentation on our website.

d. User Restrictions

You agree to not, directly or indirectly (and will not permit any third party) to:

- i Do anything with the Services other than use them for your own use as intended under these Terms, including not providing license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion of the Services;
- ii Use Hishab's name, trademarks, service marks, trade names, designs, logos, photos, or any other materials we make available via the Services, except as allowed by these Terms;
- iii Remove, alter or destroy any copyright notices or other proprietary markings (trademarks, service marks or other proprietary notices) contained on or in the Services or infringe Hishab's Intellectual Property Rights (as defined);
- iv Copy, modify, translate, adapt, merge, archive, download, upload, disclose, distribute, sell, lease, syndicate, broadcast, perform, display, make available, make derivatives of, or otherwise use the Services or its content on the Services, other than as expressly permitted by these Terms or enabled by the Services' intended functionality, except to the extent the foregoing restrictions are expressly prohibited by applicable law;
- v Reverse engineer, duplicate, decompile, disassemble, or decode any part of the software we provide or the Services, or otherwise extract the source code of the software of the Service;

- vi Use any robot, spider, crawler, scraper, avatar, miner or other manual or automated means to access the Services, “scrape” or download data from any part of our Platform or our website, or extract any information that doesn’t relate to Your Content;
- vii Upload viruses or other malicious code or otherwise compromise, bypass, or circumvent the security of the Services;
- viii Disrupt or hinder (or try to do so) any of the Service's web pages, connected servers or networks, or technical systems of a Provider, or not follow protocols or guidelines linked to the Service;
- ix Try to detect, scan, or test any vulnerabilities of the Services or any of our or our Provider’s system or network, or breach or override any security or authentication protections for the Services;
- x Pretend to be someone else or falsely represent your association with any other entity;
- xi Access the Service in ways that are not authorized by these Terms;
- xii Leverage the Service to produce datasets for neural network training, machine modeling, or developing templates or products for third-party;
- xiii Transmit, distribute, publish, use, or otherwise make available, through or in connection with the Services any material that would give rise to criminal or civil liability; or
- xiv Create AI voice agents using our Services for any illegal or unethical purpose.
- xv Do anything that infringes or may infringe the copyrights, trademarks, or other intellectual property rights of a third party;
- xvi Violates laws, regulations, or public order and morals, or that causes harm to us or a third party;
- xvii Discriminates against or slanders any third party, or damages their reputation or credibility;
- xviii Activities resulted from some act or omission that we deem inappropriate.

In all cases, Hishab will determine in its sole discretion whether any action of an end-user violates the above rules.

e. Service Updates

You understand that the Services will evolve from time to time. You acknowledge and agree that Hishab may update the Services on the Platform with or without notifying you, including adding or removing features, products, or functionalities. Hishab may also require you to accept updates to the software that you have installed on your System as applicable.

f. Fees

Usage of our Services is subject to the fees that are set out on our website. The fees you pay will be directly correlated with the amount of voice minutes processed through Hishab, volume transmitted to our Platform.

Nothing prevents us from revising the monthly fees charged for our Services, or introducing new features and benefits and charging additional amounts. Your costs under any subscription to our Services will not change until your then current term of subscription ends (e.g. if you are a monthly subscriber, then at the end of the month we revise our fees).

Our fees are separate and apart from the fees our Providers charge or those third parties that you may have subscribed to yourself. For more detailed examples of fee scenarios, see our website for billing [guidance](#).

g. Subcontract

Hishab reserves the right, at its sole discretion, to subcontract or outsource any part of its services to qualified entities or individuals for the purpose of providing services to you and/or any third parties.

3. Creating an Account

a. Registration

To access the Services, you must register and obtain login credentials for an account (“**Account**”) and provide information as prompted by the account registration flow. You represent and warrant that: (a) all registration information you submit is truthful and accurate; and (b) you will maintain and promptly update such information to keep it true, accurate, current and complete. You may delete your Account at any time, for any reason in accordance with Section 7(d).

b. Eligibility

The Services are only available to end-users who can form legally binding contracts under applicable law. If you are an individual person, by accessing or using the Services, you represent and warrant that you are at least 18 years of age or over the age of majority in the state or country where you are a resident or citizen. Entities including enterprise, company etc. are not subject to the age requirement but must comply with all other eligibility criteria. You are not eligible to be a Client or end-user if the laws of Japan or any other applicable jurisdiction from which you intend or have attempted to access the Services prohibit such use.

c. Responsibility

When you create an Account with Hishab, you may do so for yourself or on behalf of another person or entity (the “Principal”). In either case, you acknowledge and agree that you are exclusively responsible for the security and confidentiality of the login credentials associated with the Account while you are authorized to manage it. You are also responsible for all use of the Services and any related charges arising from such use during the period of your authorization, whether or not you are personally using the Services.

You may not share the Account or password with anyone unless expressly authorized by the person or entity on whose behalf the account was created. Upon termination of your authorization, employment, or engagement, all responsibility for the account, including the security and use of its login credentials, shall revert to the person or entity for whom the Account was created.

You agree to notify Hishab immediately of any actual or suspected unauthorized use of the Account, login credentials, or any other breach of security, including on any hardware device used to access the Services. Each end-user must maintain their own credentials and ensure their confidentiality.

d. Compliance with Laws relating to unlawful organisations/activities

At the time of entering into this Agreement, you represent, warrants, and covenants to the Hishab that neither you, nor your Affiliates i.e. parent company, subsidiaries, affiliates, directors, officers, employees, agents, or any other persons or entities acting on its behalf etc. are or have ever been involved with, associated with, or directly or indirectly connected to any "Anti-Social Force" as defined under the Act on Prevention of Unjust Acts by Organized Crime Group Members of Japan. Specifically:

i Non-Affiliation with unlawful organizations/activities:

Neither you nor your affiliates have ever been a member of any criminal syndicate, crime syndicate-related company, corporate racketeering group, or any other group or organization that engages in unlawful activities as defined under Japanese law. An "Anti-Social Force" includes any organization or individual involved in criminal activity such as organized crime groups, corporate racketeers, or other similar criminal entities.

ii Ongoing commitment to non-engagement with unlawful organizations/activities:

You agree that neither you, nor your Affiliates, will at any time engage in, support, facilitate, or participate in any activities, directly or indirectly, that involve, associate with, or otherwise support Anti-Social Forces. This includes refraining from any activities that could result in the end user or its Affiliates being involved with or influenced by such entities, including but not limited to illegal business transactions, bribery, extortion, or other criminal activities as prohibited under the laws of Japan .

iii Full compliance with laws relating to unlawful Organizations:

You agree to fully comply with the laws relating to Anti-Social Forces . This includes maintaining internal controls and procedures to ensure that neither you nor its affiliates engage in or are involved with Anti-Social Forces, and taking proactive steps to prevent any association with such forces.

iv Immediate Disclosure of Violations or Suspected Violations:

In the event you become aware, or reasonably suspect, that any violation or potential violation of this representation has occurred or will occur, you shall immediately notify Hishab. Such notification shall include full details of the incident, the nature of the violation or suspicion, and any actions taken or intended to be taken to address the issue in compliance with the applicable laws.

v **Right to Terminate for Violation:**

You acknowledge that any violation of the terms set forth in this section may result in the immediate termination of this Agreement, including any ongoing services or obligations, and that the Hishab shall have the right to take legal action as necessary in response to such violations.

vi **Indemnification**

You agree to indemnify, defend, and hold harmless the Hishab, its Affiliates, officers, directors, employees, and agents from and against any losses, liabilities, claims, or damages arising from a breach of this representation, including but not limited to any legal expenses incurred in connection with violations of the laws relating to Anti Social Forces.

4. Intellectual Property Rights, Ownerships and Grants

a. **Ownership of Your Content and Data Protection Compliance**

i **Your Content**

When you utilize our Service, all materials uploaded to or transmitted via the Platform constitute your content (“Your Content”). You own all rights and title in Your Content, including any Intellectual Property Rights (as defined). Hishab does not claim any ownership of Your Content or assert any rights under your Intellectual Property Rights other than as granted under these Terms.

ii **Data Protection and Compliance**

Hishab will handle all data transfers, including the processing, storage, and transmission of Your Content, in compliance with applicable Japanese data protection laws, including but not limited to the Act on the Protection of Personal Information (APPI). In the event that cross-border data transfers are required, Hishab will take reasonable steps to ensure such transfers are conducted in line with the relevant legal requirements, including those related to cross-border data transfers under Japanese law. However, Hishab is not liable for any restrictions or complications arising from the transfer of data across borders, provided that the necessary legal conditions are met.

b. **Rights You Grant to Hishab**

i **License to Handle Your Content**

You hereby grant Hishab a worldwide, royalty-free, sublicensable license to host, store, cache, use, display, reproduce, modify, adapt, edit, analyze, transmit, and distribute (“**Handle**”) Your Content during the Term. This license to Handle is solely for the purpose of us and our Providers providing you the Services.

The specific information you permit us to Handle is determined by customizable settings that are in your control.

Our API has a “hipaaEnabled” option that limits Hishab’s use of data if set to the “True” setting. If set to “True”, data persistence (which refers to the ability of data to survive after the call is made to the Platform is completed) is disabled, Hishab would only has access to data inserted into the Platform via the Dashboard / API

until deleted as per retention policy or manually by you and no call logs, recordings, or transcriptions are stored by us during or after your call. No information may be utilized for training our AI model.

Alternatively, if “hipaaEnabled” option is set to “False”, call data persistence is enabled, and we would have access to all audio data, transcripts, and data injected into the Platform via the Dashboard / API until deleted as per retention policy or manually by you. In this case, you grant us a right to use persisted call data on model training for either Hishab proprietary model or on-premise hosted models for call improvement features, including but not limited to end-of-turn and interruption detection.

We do not utilize Your Content to obtain any customer specific intelligence. Our scope of use of data in all instances is only for purposes of enhancing our standard of Services including but not limited to call features, latency and the performance of your AI voice agents, etc. and does not in any way relate to capturing and using personal information of any caller or any information/inputs of a caller in respect of your business or the caller.

ii Submission of Feedback

You agree that submission of any ideas, suggestions, documents, and/or proposals to Hishab (“**Feedback**”) is at your own risk and that Hishab has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Hishab a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sub licensable and transferable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially utilize in any manner, any and all Feedback for any purpose.

c. Hishab’s Right

i Intellectual Property Rights and Ownership of Services

The Services utilizes technology, capabilities and contain certain materials provided by us as well as our licensors, including but not limited to, all proprietary LLM, content, information, software, images, text, graphics, illustrations, logos, and as applicable audio and video. Hishab and its licensors reserve all ownership and Intellectual Property Rights to all parts of our Services. For the purposes of these Terms, “**Intellectual Property Rights**” means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, and (iv) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

ii Compliance with Terms and Additional Documents

The use of the Services provided by Hishab is subject to your compliance with the terms and conditions explicitly stated in this agreement, as well as in any additional documents, policies, or provisions that are incorporated by reference or made available to you by Hishab. These may include, but are not limited to, terms outlined in separate documents, agreements, or policies provided in any format (whether digital, printed, or otherwise). By using the Services, you agree to adhere to all such terms and conditions in force, as they may be updated or revised from time to time.

iii Consequence of violation

Any unauthorized use, reproduction, modification, distribution, or exploitation of the Services or any part thereof, including the intellectual property owned by Hishab or its licensors by end user, constitutes a breach of these Terms. In the event of such a violation, Hishab reserves the right to immediately terminate your access to the Services without notice.

d. Rights Granted to Third Parties

Providers that deliver part of our Services, whether pursuant to a contract directly with you or through us, require rights to Handle Your Content as applicable to the service they provide. Each Provider has its own contractual terms that apply. Please review the specific terms of service or equivalent agreement which apply to the Provider that you elect to utilize in respect of each of the Service modules for transcription, LLM, and voice generation. While we expect each Provider to conform to industry norms and comply with their privacy policies and the license and rights granted to them under terms agreed upon with you, we do not monitor nor make any guarantees or warranties in respect of their compliance with their contractual and legal obligations.

e. Resolution of Conflicts Between Hishab's Terms and Third-Party Providers' Terms

In the event of a conflict or inconsistency between the terms and conditions of Hishab and those of a third-party provider whose services are utilized as part of the overall Service offering:

i Priority of Terms

(1) Where the conflicting terms relate specifically to the portion of the service provided directly by Hishab, Hishab's terms shall take precedence.

(2) Conversely, where the conflict pertains solely to the portion of the service provided by the third-party provider, the third-party provider's terms shall prevail, subject to the rights and obligations explicitly granted to or agreed upon by the end user under those terms.

ii Clarification of Roles

To minimize confusion, Hishab shall endeavor to clearly delineate the scope of its services and the scope of the services provided by third-party providers within the

terms of this agreement or in supplemental documentation provided to the end user.

iii Notification and Dispute Resolution

If an end user identifies a conflict or is uncertain about which terms apply to a specific aspect of the service: -The end user must notify Hishab in writing, providing specific details about the conflict or ambiguity. -Upon receiving such notification, Hishab will review the conflict and facilitate discussions with the third-party provider, as appropriate, to clarify the terms or seek a mutually agreeable resolution.

iv Good Faith Negotiation

Hishab and the third-party provider will make reasonable efforts to resolve the conflict in good faith and in a manner that ensures the continuity of the Services for the end user. The resolution will prioritize compliance with applicable laws, industry standards, and the mutual interests of all parties involved.

v Fallback Provision

If a resolution cannot be achieved between Hishab and the third-party provider, Hishab reserves the right to: -Modify its service offering to avoid the conflict, where feasible; or -Recommend an alternative solution to the end user, which may include transitioning to a different provider or modifying the scope of the service provided.

vi Disclaimer of Liability

In cases where a resolution cannot be achieved and the conflict results in limitations or restrictions on the Services provided, Hishab shall not be held liable for any disruptions, losses, or damages arising from the third-party provider's enforcement of its terms, provided that Hishab has made reasonable efforts to resolve the conflict in good faith.

vii Transparency and Communication

Hishab will strive to maintain open communication with the end user throughout the resolution process, keeping them informed of any actions taken to address the conflict and any potential impacts on the Services. By using the Services, the end user acknowledges and agrees to the process outlined above for resolving conflicts between Hishab's terms and those of third-party providers.

5. Aggregate Stats.

Hishab shall monitor your use of the Services, including the Platform, and collect and compile data and information related to all such use in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Platform ("**Aggregated Statistics**"). Such Aggregated Statistics

are wholly owned by the Company with all rights reserved and may be used for operating, developing, providing, promoting, and improving the Services.

6. Communication

By entering into these Agreements or using the Services, you agree to receive communications from us, including via email, and/or push notifications. Communications from us may include, but are not limited to, operational communications concerning your Account or the use of the Services, updates concerning new and existing features on the Services, and news concerning Hishab and industry developments.

7. Terms and Termination

a. Term

You must accept these Terms as a mandatory condition to create an account and access or use the Services. By proceeding with the account creation process, you explicitly acknowledge that you have read, understood, and agreed to these Terms. If you do not accept these Terms, you will not be able to create an account or use any part of the Services provided by Hishab.

b. Termination by Hishab

Hishab reserves the right to immediately suspend or terminate any of the Services provided to you, without prior notice, under any of the following circumstances:

- i If you have breached any provision of these Terms,
- ii If Hishab is required to do so by law (e.g., where the provision of the Services is, or becomes, unlawful), or
- iii If it is commercially impracticable for Hishab to provide the Services,

You agree that all terminations will be made in Hishab's sole discretion and that Hishab will not be liable to you or any third party for any termination of your Account, provided that if applicable, Hishab shall refund you any prepaid amount, on a pro-rata basis, for any duration of the term of subscription to our Service which remains after the termination of your Account.

c. Termination by You

You may terminate this agreement and stop using the Services at any time by providing written notice to Hishab. Your termination is subject to the following conditions

i Notice Period:

You must provide a minimum of 30 days written notice before termination takes effect. Notice can be sent to contat@verbex.ai.

ii **Outstanding Payments:**

Any outstanding fees, charges, or amounts accrued up to the date of termination must be paid in full prior to termination taking effect.

iii **Data Retrieval:**

You may request access to retrieve your data, files, or content stored on the Platform within 60 days after termination, provided that such retrieval is not prohibited by law, feasible under the given circumstances and there is no outstanding payments which is yet to be paid by you.

iv **Non-Refundable Fees:**

Any fees paid for services in advance are non-refundable, unless otherwise stated in a separate agreement.

v **Termination Confirmation:**

Hishab will provide written confirmation of the termination and the effective date within 14 days of receiving your notice.

vi **Effect on Third-Party Services:**

Termination of these Terms may not automatically terminate your agreements with third-party providers. You must review and address any obligations with such providers separately.

vii **Failure to Provide Notice:**

If you fail to provide the required written notice, Hishab reserves the right to charge additional fees or penalties for abrupt termination to cover losses or costs incurred due to the disruption.

viii **Survival of Obligations:**

The following provisions shall survive termination: confidentiality obligations, intellectual property rights, limitations of liability, dispute resolution clauses, and any other provisions explicitly stated to survive termination.

ix **Post-Termination Disputes**

Any disputes arising from or related to the termination of these Terms shall be resolved in accordance with the dispute resolution mechanism outlined/referred herein.

Other than the clauses which survive any expiry or termination of these Terms, these Terms (with surviving terms excepted) shall no longer apply to you upon the effective date of termination.

d. Effect of Termination

If Services are terminated for any reason, your use rights shall cease and you may not be able to access your Account and all related information or files associated with or inside your Account (or any part thereof) may be deleted. Hishab will not have any liability whatsoever to you for any suspension or termination or deletion of the file.

e. Survival

The following Sections shall survive any termination of your use right: confidentiality obligations, intellectual property rights, limitations of liability, dispute resolution clauses, and any other provisions explicitly stated to survive termination.

8. Changes to Terms

In accordance with Article 548-4 of the Japanese Civil Code, Hishab reserves the right to amend, modify, or revise these Standard Terms and Conditions as necessary. Any changes will be notified through the following methods: Posting the revised Terms on Hishab's website and within the App; and sending a notification email to the last email address provided by you. For all users, both new and existing, any changes to the Terms will take effect after a grace period, as decided by Hishab and clearly stated on the website or in the email notice. If the changes are substantial, the grace period will be communicated to you through email, or as displayed on the website. Your continued use of the Services after the grace period constitutes your acceptance of the updated Terms.

9. Indemnity

The indemnity provisions in this section are designed to address specific third-party claims and the associated remedies outlined below. These provisions operate independently of the general disclaimers in Sections 10 and 11, which limit guarantees regarding uninterrupted or error-free service and cap available remedies. However, remedies provided under this section remain subject to the limitations and disclaimers specified throughout these Terms, including those in Sections 10 and 11.

a. Your Indemnification Obligation

You agree, to the extent permitted by law, to indemnify, defend, and hold harmless Hishab, our directors, officers, stockholders, employees, licensors, providers and agents) from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) due to, arising out of, or relating in any way to: (a) your access to or use of the Services; (b) your breach of these Terms, any rights of another party or any applicable law or regulation; or (c) your negligence or willful misconduct. Hishab reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Hishab in asserting any available defenses. You agree that the provisions in this section will survive any termination of your Account, these Terms and/or your access to the Services.

b. Indemnification by Hishab

Hishab will defend, indemnify and hold harmless each you and as applicable your officers, directors, employees, contractors and licensors (collectively, “**Subscriber Indemnitees**”), from and against any costs, damages (including reasonable attorneys’ fees) that are awarded in final judgment against or paid in settlement in connection with any action or suit brought against a Subscriber Indemnitee by a third party based upon a third-party claim that (i) the Services, as provided by Hishab pursuant to these Terms (exclusive of any Your Content), infringe any Intellectual Property Rights or misappropriate any trade secret, or (ii) arises from or relate to the gross negligence, willful misconduct, fraud or more culpable acts or omissions of Hishab, violation of applicable law by Hishab, or any breach by Hishab of any of its representations or warranties hereunder. Subscriber Indemnitees agree to provide Hishab reasonable cooperation, at Hishab’s expense, in the defense and settlement of such claim, and Hishab shall have sole authority to defend or settle such claim, provided (i) no settlement shall require payment or a confession or admission of fault by any Subscriber Indemnitees or require any Subscriber Indemnitee to take (or refrain from taking) any action without the applicable Subscriber Indemnitee’s prior written consent and (ii) if such claim relates to any Intellectual Property Rights or Confidential Information of the Subscriber Indemnitees, the Subscriber Indemnitees shall have sole control of the defense and settlement of such claim.

c. Injunctions

If your use of the Services is, or in Hishab ’s reasonable opinion is likely to be, enjoined due to claims specified in Section 9(b), then Hishab may at its sole option and expense (without limiting Hishab’s indemnity obligation to Subscriber Indemnitees): (a) replace or modify the Services to make them non-infringing and of substantially equivalent functionality; (b) procure for you the right to continue using the Services under these Terms; or (c) terminate your rights and Hishab ’s obligation under these Terms with respect to Services and refund to you a pro-rata portion of the fees paid in advance by you in respect of the Services.

d. Exclusions

Notwithstanding the terms of clause 9(b) and 9(c), Hishab will have no liability for any infringement or misappropriation claim of any kind to the extent that it results from:

- i Any modification or alteration of the Services by Subscriber Indemnitee or existing employees, agents or contractors other than as permitted in these Terms, or any user’s failure to reasonably safeguard login credentials, if such claim would not have occurred but for such modification or alteration, or
- ii Subscriber’s or a user’s use of the Services other than as permitted in these Terms.

e. Sole Remedy

The foregoing states the entire obligation of Hishab and its officers, directors, employees, permitted contractors, and licensors with respect to any infringement or misappropriation of such third-party intellectual property rights.

10. Disclaimer of Warranties and Conditions.

- a. You expressly understand and agree that, to the extent permitted by applicable law, your use of the Services is at your sole risk, and the Services are provided on an “as is” and “as available” basis, with all faults. Unless otherwise stated expressly in

herein this agreement, Hishab expressly disclaims all warranties, representations, and conditions of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

- b. Except as explicitly provided hereunder, Hishab makes no representation, warranty, or condition with respect to the Services, including but not limited to, the quality, effectiveness, and other characteristics of the Services, and of those of the Providers. Except as provided under a service level agreement, Hishab makes no representation or warranty that the Services will be uninterrupted, error-free, or timely. The Services may be subject to delays, cancellations and other disruptions.
- c. No advice or information, whether oral or written, obtained from Hishab or through the Services will create any warranty not expressly made in these terms.
- d. Unless you have limited the traffic flow to certain limits, we do not stop incoming voice calls to our Platform. As such, you are responsible for payment of all the minutes utilized on our Platform, regardless of whether the voice traffic exceeded your contemplation.
- e. Hishab implements reasonable security measures to safeguard the service environment. However, we do not guarantee complete prevention of unauthorized access or breaches within the service environment.
- f. You acknowledge that the software operating on your device, including any provided as part of the Service, may contain known or unknown security vulnerabilities. It is your responsibility to apply security patches, updates, or fixes provided by software licensors or third parties and to take other appropriate measures at your own discretion to ensure system security.
- g. Hishab shall not be held liable for any damages incurred by you or any third party as a result of known or unknown security vulnerabilities in the operating system or any other software running on your device

11. Limitation of Liability

a. Disclaimer of Certain Damages

To the fullest extent permitted by law, Hishab shall not be held liable for any loss of profits, revenue, data, indirect, incidental, special, or consequential damages, including but not limited to damages resulting from loss of production, business interruption, or procurement of substitute goods or services. Furthermore, Hishab does not guarantee the complete accuracy of information provided by its voice agents and assumes no responsibility for any loss or consequences incurred by the end user or their affiliates relying on such information.

b. Cap on Liability

To the maximum extent permitted by law, each Party will not be liable beyond the greater of (i) 100 USD, (ii) the amount you paid us in the 12 months preceding the date of the activity giving rise to the claim unless any willful misconduct or gross negligence exists on either Party. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation.

We shall not be liable for any disputes or other issues that arise between you and any third party as a result of your use of the Services.

c. Limitation of Liability

Hishab shall not bear any liability for any loss, damage, or inconvenience suffered by you, your affiliates and/or any third party as a result of using the Service. This includes, but is not limited to, losses or damages arising from the provision, transmission, or receipt of information or content through the Service. Such liability is expressly disclaimed where the loss or damage is due to actions, errors, negligence, or omissions attributable to you, including but not limited to misuse of the Service, failure to follow instructions, or providing incorrect or incomplete information.

Some countries, states, provinces or other jurisdictions do not allow the extension of certain warranties or the limitation of liability as stated in this section, so the terms herein may not fully apply to you.

12. Governing Law and Dispute Resolution

- a. Japanese law shall govern the conclusion and validity of contracts based on the Service Terms of Service and the interpretation of the Service Terms of Services.
- b. The Tokyo District Court shall have exclusive jurisdiction in the first instance over any dispute between any company of the Group and a User arising out of or in connection with the Services (including data posted by other Users and advertisements).
- c. In the event of any inconsistency between different language versions of these Terms, the Japanese version shall prevail.

13. International Use

The Services can be accessed from countries around the world and may contain references to features and services that are not available in your country. Hishab makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other countries do so at their own volition and are responsible for compliance with local law. If you are using the Services and are not in Japan, you agree that the location for dispute resolution is acceptable to you and that you will not challenge the forum as being inconvenient for you.

14. Severability, Waiver

If any provision of these Terms is found unenforceable, then that provision will be severed from these Terms and not affect the validity and enforceability of any remaining provisions. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

15. Notice

All notices required or permitted under these Terms will be in writing, will reference these Terms, and will be deemed given: (i) when delivered personally; (ii) one business day after deposit with a nationally recognized express courier, with written confirmation of receipt; (iii) three business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) when sent by email, on the date the email was sent if sent during normal business hours of the receiving party, and on the next business day if sent after normal business hours of the receiving party. In the event that the last e-mail address you provided to Hishab is not valid, or for any reason is not capable of delivering to you any notices required/permitted by these Terms, Hishab 's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Hishab at the following email address: support@Hishab.ai

16. Assignment

These Terms, and your rights and obligations hereunder, shall not be assigned, subcontracted, delegated or otherwise transferred by you without Hishab 's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Hishab may assign these Terms and any other right or obligation to a party without any consent or notification requirement from you.

17. Force Majeure

Notwithstanding anything herein to the contrary, neither parties shall be liable for its failure to perform any of its obligations hereunder if precluded by riot, epidemic, power or communication line outage, war (whether declared or undeclared), terrorist act, fire, flood, tidal wave, earthquake, or other natural disaster, nuclear accident, strike, lockout, or other labor trouble, acts or non-acts of any governmental entity or official, or any other cause beyond the reasonable control of the Party. If either Party wishes to invoke this provision, it shall promptly notify the other Party in writing of the nature of the force majeure and the affected obligations. The Party invoking this provision shall use its best efforts to minimize the effect of the force majeure and resume performance of the suspended obligations as soon as practicable.

If either Party is not able to perform its obligations under these terms due to a force majeure as described in Previous item and such force majeure continues in effect for more than 5 days, the other Party shall have the right to terminate these terms effective immediately upon written notice to the non-performing Party.

18. Final Terms

These Terms, as amended from time to time in accordance with Clause 8, along with any Hishab ordering document such as a master agreement, or as found on Hishab's website, constitute the final, entire, and exclusive agreement between you and Hishab with respect to the subject matter hereof and supersede any prior agreements and discussions, both written and oral, with respect to such subject matter. No purchase order or other document issued by you in respect of our Services shall control.

19. Contact Us

Hishab welcomes comments, questions, concerns, or suggestions. Please send us any inquiries at support@Hishab.ai or find more information about us by visiting our [Documentation](#).