

AgentWeave Terms of Service

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Please read these Terms of Service ("Terms") carefully before using AgentWeave. By accessing or using the AgentWeave platform, website, or services (collectively, the "Service"), you agree to be bound by these Terms. If you do not agree, you may not use the Service. These Terms apply to **all users** of AgentWeave, including both free users and paid subscribers, and govern all features of the platform. Additional terms (such as a Privacy Policy or specific feature guidelines) may also apply; if those conflict with these Terms, these Terms will take precedence unless explicitly stated otherwise.

1. Scope and Applicability

Eligibility and Acceptance: You must be able to form a legally binding contract to use AgentWeave. By using the Service, you represent that you are at least the age of majority in your jurisdiction (18 in many regions) or have parental consent if required. If you are using AgentWeave on behalf of an organization, you represent that you have the authority to bind that organization to these Terms, and **"you"** will refer to both you and the organization. Using the Service signifies your acceptance of these Terms for yourself and any organization you represent.

Applicability: These Terms govern your access to and use of AgentWeave's AI platform, including any applications, APIs, or software provided by AgentWeave. **All account types** are covered, whether you have a free account or a paid subscription. No user is exempt from these provisions due to account status or subscription level.

Definitions: For clarity, here are key terms used in these Terms:

- **"AgentWeave"** (also referred to as **"we," "us," or "our"**) refers to the company providing the Service, as well as the Service itself, including the platform, website, and AI tools.
- **"User"** (also **"you"**) means any individual or entity accessing or using AgentWeave. This includes free users and paid **"Subscribers."**
- **"Service"** means the AgentWeave platform and all associated features, including AI agent interactions, applications, and any content or services provided through it.
- **"AI Agents"** or **"AI Services"** refer to the artificial intelligence-powered features or assistants available on AgentWeave that generate responses or perform tasks based on user input.
- **"Account"** refers to your registered profile with AgentWeave. **"Free Accounts"** have access to basic features at no cost, while **"Subscription Accounts"** or **"Paid**

Accounts” have access to premium features or higher usage limits in exchange for a recurring fee.

- **“User Content”** means any content that you input, upload, transmit, or submit to the Service, such as text, prompts, data, images, or files.
- **“AI Output”** or **“Output”** refers to any content generated by the AI Agents in response to your User Content or queries (for example, the responses, text, images, or data produced by the AI).

These definitions apply throughout the Terms. Any references to examples (such as "including, without limitation") are illustrative and do not limit the scope of the provision.

2. AI-Specific Provisions

AgentWeave provides access to powerful AI Agents that can generate content or answers based on your prompts. While we aim to make these AI interactions useful and engaging, it's important to understand their **limitations** and the **responsibilities** that come with using AI-generated content. By using the AI features, you acknowledge and agree to the following:

- **AI Outputs and Limitations:** AgentWeave's AI Agents produce responses algorithmically based on patterns in data. **We do not guarantee the accuracy, completeness, timeliness, or reliability of any AI-generated response.** The AI may occasionally produce incorrect, misleading, or irrelevant information, or fail to provide an answer. It might even produce content that could be considered inappropriate or nonsensical in some contexts. **No information provided by the AI should be considered factual or up-to-date without independent verification.**
- **No Professional Advice:** The content and responses generated by AgentWeave's AI (and any information obtained on or through the Service) are for **general informational purposes** only. They are **not professional advice**. This means, for example, that nothing the AI says should be taken as legal, medical, financial, or expert advice. Always seek the advice of a qualified professional for such matters. **You should not rely on AI outputs for making critical decisions** (medical, legal, financial, or otherwise) without **independent verification** or consultation with a professional. Any actions you take based on AI-generated content are **at your own risk**.
- **User Responsibility for Outcomes:** **You are solely responsible for how you use or act on the AI's outputs.** AgentWeave is **not liable** for any consequences, harm, or losses that may result from your reliance on or use of AI-generated responses. This includes any decisions you make, actions you take, or failures to act, based on information or suggestions provided by the AI. **Always use your best judgment** and consider double-checking critical information from the AI with authoritative sources.
- **AI Behavior and Feedback:** The AI Agents may sometimes produce content that is offensive, biased, or violates our content guidelines (despite safeguards). Such outputs do **not** reflect the opinions or endorsement of AgentWeave, and we do not guarantee that the AI will avoid all objectionable content. We appreciate your understanding and **feedback** in these cases. If you receive an output that you believe is inappropriate or in

violation of these Terms or our policies, please report it to us. We may review and improve our AI models based on such feedback.

- **No Guarantee of Availability or Performance:** AgentWeave’s AI features are evolving. We **do not guarantee that** the AI services will be available at all times or that they will function without errors or downtime. The Service (including AI Agents) is provided on a best-effort basis. There may be delays, interruptions, or technical issues in generating responses, especially as we update and improve our system. We are not responsible for any damage or loss if the AI features are unavailable, slow, or not performing as expected.
- **Use at Your Own Risk:** You understand and agree that using the AI features comes with inherent risks. Any content the AI provides is **provided “as is”** without any guarantee. By choosing to use or rely on any AI-generated content, **you assume all risks** of doing so. AgentWeave will not be responsible for any harm to you, your computer/device, your data, or any third party that may result from your use of the AI outputs.

In summary, **AgentWeave makes no warranties or guarantees about AI outputs.** We will do our best to make the AI helpful and accurate, but it has **significant limitations.** Always exercise caution and **common sense** when using AI-generated content.

3. Subscription and Monetization

AgentWeave offers both free access and paid subscription plans. The following terms apply to the usage of the Service, payment for subscriptions, and related monetization aspects:

- **Free vs. Paid Access:** You may use AgentWeave under a free account with basic features and usage limits, or you may choose to upgrade to a paid **subscription plan** for enhanced features, higher usage limits, priority access, or other benefits. The specific features and limits of each plan will be described on our website or app. **All users, whether free or paid, are bound by these same Terms,** though paid users may have additional terms relating to payment.
- **Paid Subscription Plans:** When you subscribe to a paid plan, you agree to pay the subscription fees and any applicable taxes on a recurring basis. **Pricing and Billing Cycle:** Subscription fees, billing periods (e.g., monthly or annually), and included usage quotas will be stated at the time of purchase. **Auto-Renewal: Paid subscriptions automatically renew** at the end of each billing cycle (e.g., your subscription will renew each month or year) and your provided payment method will be automatically charged the then-current subscription fee, unless you cancel beforehand. We will notify you of any changes in pricing or material changes to your plan in advance (for example, via email or within the Service).
- **Payment Authorization:** By providing a payment method (such as a credit card or online payment account) for a paid subscription, you **authorize AgentWeave to charge** the subscription fees to that payment method on a recurring basis. You represent that you are authorized to use the payment method and that all payment information you

provide is accurate and up-to-date. If we cannot process your payment (due to expiration, insufficient funds, or otherwise), we may suspend or downgrade your account until payment is successfully processed. You are responsible for any charges or fees imposed by your payment provider (such as foreign transaction fees or over-limit fees).

- **Cancellation of Subscription:** You can **cancel your paid subscription** at any time through your account settings or by contacting our support. If you cancel, your subscription will remain active until the end of the current billing period, and you will not be charged again after that period ends. We do **not provide refunds** or credits for any unused portion of your subscription period unless required by law or expressly stated otherwise. For example, if you cancel in the middle of a month for a monthly plan, you will retain access until the end of that month, but **you will not receive a prorated refund** for the remaining days. It is your responsibility to cancel in time to avoid future charges; AgentWeave will not be liable for charges incurred due to failure to timely cancel.
- **Refunds: All subscription fees are generally non-refundable.** AgentWeave reserves the right to consider refund requests in its sole discretion in exceptional cases (such as a documented service outage or defect that severely impacted your use of the Service). Any approved refunds are typically provided in the original form of payment. If you believe you are entitled to a refund (for example, due to an error in billing or dissatisfaction with the Service), please contact our support team and we will review your case. This refund policy does not affect any rights you may have under applicable law; if local law in your jurisdiction requires a different refund practice, we will comply with those legal requirements.
- **Changes to Fees or Plans:** AgentWeave may modify the subscription fees or introduce new charges for the Service **in the future**. We will give you reasonable **advance notice** of any such changes, typically by emailing you and/or providing notice within the Service. If you do not agree to the new fees, you must cancel your subscription before the changes take effect. Your continued use of the Service after the price change becomes effective will constitute your agreement to pay the new amount. We may also periodically adjust the features or usage limits of free accounts or different plans. Any material reduction in features of your plan during a paid period will be communicated, and if it significantly impacts you, you may have the option for a refund or to cancel.
- **License to Use AI Services:** Subject to your compliance with these Terms and, for paid users, payment of applicable fees, AgentWeave grants you a limited, non-exclusive, non-transferable, **revocable license** to access and use the Service (including the AI models and tools) for your personal or internal business purposes. This license is for the sole purpose of letting you use and enjoy the Service's functionalities as intended by these Terms. **Usage Restrictions:** You agree not to misuse the AI models or any part of the Service. For example, you shall not attempt to access the AI in a way not provided by our interface, not use automated scripts to extract data in bulk (unless allowed by an API plan), and not attempt to modify, copy, reverse-engineer, or resell our AI models or software. **All rights not expressly granted to you are reserved by AgentWeave and its licensors.** You **do not acquire ownership** of any part of the Service or content

provided by AgentWeave (other than your own User Content and authorized use of AI outputs) by virtue of using or paying for the Service.

- **Fair Use and Limits:** We may enforce reasonable limits on your usage of the AI (such as rate limits, throttling, or quotas), especially to ensure fair access for all users and prevent abuse. If you exceed those limits or your usage significantly exceeds that of the average user (and is not covered by your plan), we may restrict your activity or require you to upgrade to a higher plan. We will attempt to notify you in such cases and work with you to adjust your usage or subscription. Using multiple free accounts to circumvent usage limits or any other attempt to bypass our controls is a violation of these Terms.
- **Promotional Trials and Discounts:** If we offer free trials, promo codes, or introductory discounts for paid plans, those are subject to these Terms as well. Trial accounts might automatically convert to paid subscriptions at the end of the trial period unless you cancel. The specific terms of any promotion will be stated at the time of sign-up, and any misuse of promotional offers (such as using a trial offer multiple times) is prohibited.

In summary, if you choose to subscribe to a paid AgentWeave plan, please ensure you understand the billing and cancellation terms. **You are responsible for managing your subscription** (e.g., keeping payment information updated and canceling if you no longer wish to subscribe). AgentWeave will treat all authorized charges as agreed by you and will handle any billing issues in accordance with the above policies.

4. Third-Party Services & Integrations

AgentWeave may integrate with or utilize **third-party services, software, or content** to provide certain features of the Service – this includes, for example, third-party **AI models** or APIs from providers like OpenAI, Hugging Face, or other AI platforms. This section explains how third-party services are handled and your responsibilities when using them through AgentWeave:

- **Use of Third-Party AI and Services:** Some features of AgentWeave rely on third-party AI engines or external services. For instance, AgentWeave might send your queries or data to an AI model hosted by OpenAI or another provider in order to generate a response. By using those features, you **authorize AgentWeave to interact with those third-party services on your behalf**, which may include transmitting and processing your User Content through them. We will only integrate trusted third-party services and will take reasonable steps to ensure your data is handled securely (see also **User Content & Data** below). However, **AgentWeave does not own or control those third-party services**, and their operation is outside of our control.
- **Third-Party Terms and Policies:** **When you use a feature powered by a third-party service, you are also subject to that third party's terms and conditions and privacy policies**, in addition to AgentWeave's Terms. For example, if AgentWeave uses OpenAI's API to process your request, your use of that feature must comply with OpenAI's usage policies. Similarly, an integration with another AI model might require compliance with that provider's terms. We will provide or refer you to the relevant

third-party terms or policies when applicable (for example, via our documentation or within the interface). **By using those features, you agree to comply with the third-party terms to the extent they apply to you.** If you do not agree with a third party's terms, do not use features of the Service that rely on that third party. Note that third-party terms may include important rules (for example, OpenAI's policies on disallowed content) that you need to follow; any violation of a third-party's terms may be considered a violation of **AgentWeave's Terms** as well.

- **Third-Party Accounts and APIs:** In some cases, AgentWeave might allow you to connect a third-party account or provide an API key to use a service through our platform (for instance, linking your own AI service account to AgentWeave). When you do so, **you are responsible for that third-party account and data.** Make sure you are allowed to use it with our Service, and understand that any usage through AgentWeave might still count under your own account with that provider. AgentWeave isn't responsible for managing your credentials or usage with the third-party—**that remains your responsibility.**
- **Intellectual Property Rights (Third-Party): All ownership and intellectual property rights in any third-party software, technology, or services integrated into AgentWeave remain with the respective third-party providers.** Nothing in these Terms grants you any rights to use third-party content outside of your use of the AgentWeave Service. For example, if AgentWeave provides you with access to a model from a third party, you are not obtaining that model; you are only getting the output for your own use under these Terms. AgentWeave does not claim ownership over third-party AI models or databases that it uses to provide the Service.
- **No Endorsement or Warranty of Third-Parties:** AgentWeave's integration of third-party services **does not imply we endorse or guarantee those services.** We provide no warranties or assurances as to the performance, accuracy, or reliability of third-party tools. The **output or results** from third-party AI models are beyond AgentWeave's control, and we **disclaim responsibility** for any issues arising from their use. While we will try to choose reliable providers and will use third-party services in accordance with their intended use, **AgentWeave is not liable for any downtime, errors, or adverse outcomes** caused by third-party services.
- **Changes to Third-Party Services:** Third-party providers may change or discontinue their services, impose additional restrictions, or alter how their services function. Consequently, features of AgentWeave that rely on third parties might become temporarily or permanently unavailable or might function differently in the future. **AgentWeave reserves the right to modify or remove features that depend on third-party services** without liability to you, though we will strive to notify users of major changes that affect the Service.
- **Your Interactions with Third-Party Content:** If the Service provides links or access to third-party websites or content (for example, a link to a resource or an embedded third-party widget), these are provided for convenience. AgentWeave is not responsible for any third-party websites or content, and if you choose to interact with them, you do so at your own risk.

In short, **third-party integrations are a part of AgentWeave’s ecosystem**, enabling powerful AI features. **Respect the third-party rules** and understand that those services come with their own **terms and risks**. AgentWeave acts as an intermediary to provide a seamless experience, but **cannot assume liability for the actions or failures of third parties**.

5. User Content & Data Ownership

AgentWeave may involve you inputting content (prompts, data, files) and receiving AI-generated output. We want to clarify who owns what, how we handle your data, and what you can and cannot do with content via the Service. We also outline our content moderation policies and your obligations to use the Service legally and responsibly.

- **Your Ownership of Your Content: You retain full ownership of all User Content that you submit to AgentWeave**, as well as any **AI-generated Outputs that are based on your User Content** (to the extent you have rights in the output). This means that as between you and AgentWeave, **you own your prompts, inputs, and uploaded materials, and you also own the results that the AI generates for you, provided** that such results are not part of AgentWeave’s pre-existing content or third-party content. (For example, if the AI generates a piece of text or an image for you, you have rights to use that output. However, if the output includes substantial portions of content that is not original – e.g., copyrighted text from a source, or an image that is a known copyrighted work – your use of those outputs may be limited by applicable law, and AgentWeave does not grant you any license to use third-party content that the AI might reproduce.) In general, we strive to ensure outputs are original or appropriately licensed for your use, but we cannot guarantee that every output is free of third-party rights. **AgentWeave does not claim ownership of your User Content.**
- **License to AgentWeave:** In order for us to provide the Service and improve it, we need certain permissions from you regarding your User Content and AI Outputs. **By using the Service, you grant AgentWeave a worldwide, non-exclusive, royalty-free license to host, use, store, reproduce, modify, transmit, display, and create derivative works of your User Content and AI Outputs.** This license is **limited to:** (a) **operating and providing the Service** back to you and other users (for example, processing your prompts through our AI, displaying the results to you, and storing past conversations for your review); and (b) **maintaining, analyzing, and improving the Service** (for example, using interactions to refine our AI models or to develop new features, i.e. “to enhance AI performance”). We will only use your content to improve the AI in **aggregated or de-identified ways, in accordance with our Privacy Policy** (meaning we are not selling your personal data or publishing your raw prompts for others to see, but we might learn from common usage patterns to make the AI smarter). This license to your content **is not exclusive**, so you can use your content elsewhere, and it does **not transfer ownership** (you keep your rights). It lasts for as long as needed for us to provide the Service, or until you delete the content from AgentWeave (and from our backups, which may take a reasonable amount of time), or terminate your account,

except that we may retain backup copies or archival records for a period of time as required by law or for legitimate business purposes (e.g., to address fraud or disputes).

- **Privacy and Data Handling:** You trust us with your data, and we take that seriously. Any personal information you provide will be handled as described in our **Privacy Policy** (please review it to understand what data we collect and how we use it). We implement industry-standard **security measures** to protect your data. However, no system is perfect, and **we cannot guarantee absolute security**. Please notify us immediately if you discover any security issues or unauthorized use of your account. Additionally, by using the Service, you agree that AgentWeave may **process and store your data in servers located in the United States or other jurisdictions** as necessary for our operations (we will comply with applicable data protection laws for users in different regions).
- **Your Responsibilities for Your Content:** You **solely are responsible for the User Content** you provide and the outputs you choose to share or use. This means you must ensure: (a) **You have the necessary rights to use and submit the content.** Do not upload anything you don't have permission to use (for example, proprietary data from your employer if you're not allowed, or content that belongs to someone else without permission). By submitting content, you represent that doing so **will not violate any third-party's rights** (including intellectual property rights, privacy, or publicity rights) or any laws or regulations. (b) **Your content is lawful and appropriate.** You must not use AgentWeave to transmit or store any content that is illegal, offensive, or otherwise violates these Terms (see "Prohibited Uses" below). You agree that if any of your User Content violates these Terms or any laws, **you may be held liable** for that, and AgentWeave may take down that content or suspend your account.
- **Prohibited Uses and Content:** To keep AgentWeave safe and useful for everyone, you agree **not** to misuse the Service or use it to distribute harmful content. Here are some **rules of conduct** and content standards you must follow:
 - **No Illegal or Harmful Activity:** You will not use AgentWeave for any unlawful purpose or for promotion of illegal activities. This includes (but isn't limited to) refraining from using the Service to create or disseminate content that is fraudulent, defamatory, libelous, harassing, threatening, or invades someone's privacy. You must not solicit or facilitate any action that violates the law or the rights of others (for example, instructions for making weapons, engaging in criminal conduct, etc.).
 - **No Hate or Abuse:** Do not use the Service to generate or share content that is hate speech, or that attacks or demeans a group or individual on the basis of race, ethnicity, nationality, religion, gender, sexual orientation, disability, or any other legally protected characteristic. Similarly, do not use the AI to bully, harass, or stalk anyone.
 - **No Sexual Exploitation or Obscenity:** You may not use AgentWeave to seek out or produce sexually explicit content involving minors (which will be reported to authorities), or any non-consensual explicit content. Even consensual adult pornography or extremely graphic sexual content is not allowed on the platform. Do not use the Service to harass others with sexual content or requests. Some

non-graphic adult content or sexual health conversations might be permitted in a moderated capacity, but must not violate any laws or these Terms.

- **No Intellectual Property Infringement:** Do not upload or ask the AI to produce content that infringes someone else's copyright, trademark, or other intellectual property rights. For example, don't submit large excerpts of copyrighted text that you don't have permission to use, and don't ask the AI to create something that is a blatant copy of someone else's copyrighted work. If you do share any copyrighted material via AgentWeave (such as quoting an article in your prompt), make sure it's in a way that is **transformative or permitted by law** (e.g., fair use) or that you have the rights to use it. **You are responsible** if your use of the Service violates IP laws.
- **No Personal Data Abuse:** You should not input personal sensitive information about others without consent (especially not highly sensitive data like social security numbers, medical records, etc.), and you should not use the Service to generate outputs that contain private information about someone without permission. For example, do not attempt to use AgentWeave to dox someone or reveal personal details that are not public. *(Note: AgentWeave's AI is not designed to retrieve real personal information about private individuals, but you should still refrain from attempting such queries.)*
- **No Malicious Use:** You may not use AgentWeave to create or spread viruses, malware, or any malicious code. Also, do not use the platform for phishing, scamming, or to impersonate any person or entity. You must not probe or breach the security of AgentWeave or attempt to circumvent any restrictions we place on your account or the Service (such as trying to exceed usage limits, accessing other users' data, or testing vulnerabilities in an unauthorized manner).
- **No Automated Abuse:** Unless explicitly permitted by us (for example, through an official API with appropriate rate limits), you will not use bots, scrapers, or automated processes to mass-access or use the Service. This includes not using the AI to generate an excessive volume of content in a way that could harm our system's stability or other users' experience.
- **Respect Content Moderation:** If the AI refuses a request or provides a safe-completion (an alternate response indicating the request can't be fulfilled), do not attempt to heavily engineer prompts to violate the content rules. Also, if we inform you that certain content is not allowed, you must refrain from using the Service in that manner.
- These rules are not exhaustive, and we reserve the right to determine (in our reasonable judgment) whether any conduct or content is objectionable or prohibited. **Violation of any of the above** may result in immediate removal of content, and suspension or termination of your account (see **Termination** below).
- **Content Monitoring and Moderation: AgentWeave reserves the right (but not the obligation) to monitor** User Content and AI Outputs for compliance with these Terms and applicable law. Our system may automatically screen prompts or outputs for certain keywords or patterns associated with prohibited content, and we may employ human moderators or reviewers to investigate usage that is flagged. However, **we do not**

guarantee that all inappropriate content will be caught or removed. By using the Service, you acknowledge that you may be exposed to content (whether from the AI or other users) that you find objectionable or offensive, and you agree that AgentWeave will not be liable for any harm or loss resulting from such content. That said, we want the community to be safe: **if you encounter any content or behavior that violates these Terms, please report it to us.** We will review reports and take appropriate action at our discretion.

- **Removal of Content:** AgentWeave has the right to **remove or disable access** to any User Content or AI Output for any or no reason, including if we, in our sole judgment, consider it to violate these Terms or applicable law or to be otherwise undesirable. We will, when feasible and lawful, notify the user who posted or received the content and explain the removal (though we are not obligated to do so). We also reserve the right to cooperate with law enforcement and/or third-party rights holders in any investigation of alleged legal violations related to User Content.
- **Your Use of AI Outputs:** As noted, you own the outputs you obtain from the AI (assuming they're original). You are free to use, modify, or share these outputs **for any lawful purpose** (for example, you can use them in your personal projects, in your business, publish them, etc.), **subject to:** (a) any third-party rights in the content (if the output inadvertently contains someone else's material, you need their permission to use it commercially just as you would with any content); and (b) these Terms. For instance, you cannot present AI outputs as if they were human-generated if that would be misleading in a certain context, and you cannot use outputs in a way that violates a third party's terms (see **Third-Party Services** above) or in a way that violates the **No Misuse** rules above. If you redistribute or publicize content generated by AgentWeave's AI, we encourage you to include a note that it was AI-generated to promote transparency, but this is not strictly required unless relevant law or regulation mandates it in your use case.
- **AgentWeave's Intellectual Property:** Apart from your content, all other content and materials available on or through the Service are the property of AgentWeave or its licensors, and are protected by intellectual property laws. This includes the software, algorithms, models, user interface, design, the AgentWeave name and logo, and any content or output that the AI generates which is not tied to a user input (for example, default text or system-provided content). You **agree not to copy, distribute, modify, or create derivative works based on any part of the Service** that is not your own User Content or AI Output, **unless** we have given you explicit permission in writing. You also shall not remove or alter any copyright, trademark, or other proprietary rights notices on the Service. Using AgentWeave does not give you any ownership in our intellectual property or that of our licensors; you are simply granted a limited right to use the Service as per these Terms.

In summary, **you own what you put into AgentWeave and what comes out for you** (with common-sense limits if that output includes others' content). **We own the platform and technology.** You give us permission to handle and use your content to run the Service and improve it (while respecting privacy). **Use the Service responsibly:** don't break the law, don't

harm others, and don't try to abuse the platform. If you do, we may intervene and take appropriate action.

6. Termination of Use

Both you and AgentWeave have the right to terminate this agreement under certain circumstances. This section explains how termination works, what happens upon termination, and some related issues like suspension and survival of terms.

- **Your Right to Terminate:** You are free to stop using the Service at any time. You may delete your account through the account settings (if that functionality is provided) or by contacting AgentWeave support with a request to delete your account. Termination will be effective once AgentWeave processes your request (which may take a reasonable amount of time). If you are a paid subscriber and you terminate your account, note that **simply terminating the account does not automatically cancel any ongoing subscription** – you should ensure you have canceled recurring payments as described in **Subscription and Monetization** above to avoid further charges. (Deleting your account generally will stop future billing, but it's best to explicitly cancel to be sure.)
- **AgentWeave's Right to Suspend or Terminate:** **We reserve the right to suspend or terminate your access to the Service (or any part of it)** at our discretion, with or without notice, if: (a) you breach any provision of these Terms or violate applicable law; (b) we determine that your use of the Service poses a security, legal, or business risk to us or other users (for example, if you are detected attempting to hack the system, scraping data, or using the Service for malicious ends); (c) your actions interfere with the normal operation of the Service or with other users' use and enjoyment of the Service; or (d) we choose to discontinue the Service or any portion of it entirely. In less severe cases of rule violations, we may first **suspend** your account (temporarily disable access) and notify you so you can rectify the issue; but for serious violations or if required by law, **we may terminate immediately** without advance notice.
- **Effect of Termination:** Upon termination of your account, whether terminated by you or by us, **your right to use the Service ceases immediately**. You must stop using the Service and will no longer have access to your account. We may permanently delete or disable access to any data associated with your account, including your User Content and AI chat history, and we are not obligated to provide you with copies of that content (so please export or save any data you need before terminating your account). However, termination does **not relieve you of any obligations** incurred prior to termination. For example, if you have unpaid fees or you violated the Terms causing damages or liability, you remain responsible even after termination. Likewise, any provisions of these Terms that by their nature should survive termination (such as intellectual property rights, disclaimers, limitation of liability, dispute resolution, and others) **will survive**.
- **No Refunds on Termination:** If your account is terminated due to violation of these Terms, you will not be entitled to any refund of fees you have paid. In other cases of termination, our **Refunds** policy (see **Subscription and Monetization**) will apply. If we terminate the Service in its entirety (shut down the platform), we will provide pro-rata

refunds for any remaining subscription period for which you have paid, unless we are ceasing service due to circumstances like legal prohibition or events beyond our control (force majeure), in which case refunds may be limited or not possible.

- **Notice of Termination:** When reasonable and not legally prohibited, AgentWeave will attempt to provide you notice of any termination or significant suspension. This may be via the email associated with your account or a notification on the platform. However, we may not provide notice if we determine it's inadvisable (for example, if there is an ongoing investigation or if the termination is due to court order).
- **Appeals and Reinstatement:** If you believe your account was suspended or terminated in error, you may contact us to request a review. We will review the circumstances and determine, at our discretion, whether to reinstate your access. AgentWeave is not obligated to reinstate accounts that were rightly terminated for violations, but we will consider good-faith requests. Decisions by AgentWeave on termination appeals are final.
- **Service Discontinuation:** Separately, AgentWeave reserves the right to discontinue or shut down the Service (in whole or in part) at any time for any reason. If that happens, we will make a public announcement or attempt to notify users in advance when possible. If we discontinue the entire Service, these Terms will terminate (except for surviving provisions), and the same consequences as user termination will apply regarding data deletion and refunds.

In essence, while we hope to have a long and useful relationship with you, both you and AgentWeave can end this arrangement. **If you misuse the service or break the rules, we can suspend or terminate your account.** If you simply decide to leave, you can do so. Please remember to save your data and cancel subscriptions, and understand that certain obligations will continue even after your use of AgentWeave ends.

7. Governing Law and Dispute Resolution

This section outlines how any legal disputes between you and AgentWeave will be resolved, and it includes an **arbitration agreement and a class-action waiver** that affect your rights. Please read this section carefully, as it limits the ways you can seek relief from AgentWeave.

- **Governing Law:** These Terms and any dispute arising out of or related to them or the Service will be governed by and construed in accordance with the **laws of the United States and the State of California, without regard to conflict of law principles.** If you reside outside the U.S., you understand and agree that U.S. and California laws will apply to the extent permissible, which might differ from the laws of your country of residence. Notwithstanding the foregoing, if you are a consumer in a jurisdiction with mandatory consumer protection laws, nothing in this choice of law deprives you of the protections of those laws.
- **Initial Dispute Resolution:** We want to address your concerns without the need for a formal legal dispute. Before filing any claim against AgentWeave, **please try to resolve the issue informally by contacting us** (for example, via our support email). We will

attempt to negotiate in good faith and resolve the dispute. If we are unable to resolve the dispute within 30 days of your initial contact, then either party may proceed to initiate arbitration as outlined below (or an action in small claims court, if applicable).

- **Agreement to Arbitrate:** You and AgentWeave agree that any dispute, claim, or controversy arising out of or relating to these Terms or the use of the Service (including any question about the existence, validity, or termination of these Terms) shall be resolved through final and binding arbitration, rather than in court, except for the exceptions noted under “Exceptions to Arbitration” below. Arbitration is a process that is less formal than a lawsuit in court. It uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than court, and is subject to limited review by courts. By agreeing to arbitration, you and AgentWeave are each waiving the right to a trial by jury or to participate in a class action.
- **Arbitration Procedure:** The arbitration shall be administered by a neutral arbitration service (for example, the American Arbitration Association (AAA)) and conducted in English. The arbitration will follow the chosen administration’s rules for consumer disputes (if you are an individual using the Service for personal or small business use) or commercial disputes (if you are using the Service for larger commercial purposes or as an organization), unless the parties agree otherwise. **Arbitrator’s Authority:** The arbitrator has the exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. The arbitrator can award any relief that a court could, including individual injunctive relief and attorneys’ fees, if such relief is available under law. **Location:** The arbitration hearings will be conducted in a reasonably convenient location for both parties (with due consideration of the parties’ ability to travel and other pertinent circumstances) or may be conducted via telephone or video conference, or based solely on written submissions, as chosen by the party initiating the arbitration. If an in-person hearing is required, it will take place in San Mateo County, California, unless otherwise agreed by the parties or required by the arbitration rules. **Confidentiality:** The arbitration proceedings and award shall be kept confidential, except as may be necessary to prepare for or conduct the arbitration hearing, or except as may be required in subsequent proceedings to enforce the arbitration award, or as otherwise required by law.
- **Costs of Arbitration:** Each party will be responsible for their own attorneys’ fees and costs in arbitration, unless the arbitrator rules otherwise or an applicable law provides that the prevailing party is entitled to recover fees and costs. As for the arbitration fees and costs (e.g., filing fees, arbitrator fees), they will be allocated as per the rules of the arbitration provider. In some cases, for claims under a certain amount, AgentWeave might cover most of the arbitration fees as required by the consumer arbitration rules. We will abide by any requirements to pay fees or waive fees that the law or arbitration provider’s rules mandate in order for arbitration agreements like this to be enforceable.
- **Class Action Waiver:** You and AgentWeave agree that all disputes will be resolved on an individual basis only. Neither you nor AgentWeave will initiate or participate in a class action, collective action, or representative action against the other. The arbitrator shall not consolidate or join the claims of other persons or parties who may be similarly situated, and shall not have authority to hear any class,

collective, or representative action. By agreeing to these Terms, you are waiving your right to participate in any class or representative proceeding. **This means:** you can't bring a claim against us as a plaintiff or class member in a class action, consolidated action, or representative proceeding. An arbitrator can only decide your and/or AgentWeave's individual claims; the arbitrator may not combine or join the claims of other persons or parties.

- **Exceptions to Arbitration:** While we anticipate that most issues can be resolved by arbitration, there are a few **exceptions**:
 1. **Small Claims:** Either you or AgentWeave **may choose to pursue a dispute in small claims court** (or an equivalent court for minor disputes) rather than arbitration if the claim qualifies for that court's jurisdictional limits.
 2. **Intellectual Property Enforcement:** Either party may bring a lawsuit **solely for injunctive relief** to stop unauthorized use or abuse of the Service or infringement of intellectual property rights (for example, trademark, trade secret, copyright or patent rights) **in a court of competent jurisdiction**. This means if you misuse AgentWeave in a way that violates our IP rights or vice versa, we don't have to arbitrate that – we can go to court to seek an injunction to stop it.
 3. **Opt-Out Right:** *We believe arbitration is a benefit to both parties for resolving disputes, but if you do not wish to agree to this arbitration clause, you have 30 days from the date you first accept these Terms to notify us in writing. To opt out, you must send an email to arbitration-optout@agentweave.com or a letter to our mailing address (provided in the "Contact Us" section) with your clear statement that you want to opt out of arbitration. Opting out of arbitration will not affect any other part of these Terms, including the class action waiver. (If you have already agreed to a previous version of these Terms that included an arbitration agreement, and did not validly opt out of arbitration at that time, your continued use of the Service indicates that you agree to this arbitration clause, unless you opt out within the new 30-day period.)*
- **Severability of Arbitration Terms:** If any portion of the arbitration agreement or class action waiver in these Terms is found to be unenforceable or unlawful for any reason, (1) the unenforceable provision shall be severed from these Terms; (2) severance of the unenforceable provision shall have no impact whatsoever on the remainder of the arbitration agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the arbitration agreement; and (3) **if, however, the class action waiver is found to be unenforceable**, the entire arbitration agreement shall be null and void, and in that case, the parties agree that the exclusive jurisdiction and venue described below shall govern any action arising out of or related to these Terms.
- **Forum for Non-Arbitrable Disputes:** In the event the arbitration agreement is found not to apply to you or a given dispute (for example, if you properly opt out of arbitration, or if a court rules that the arbitration clause is not enforceable in a particular case), then **if you are a U.S. resident, you agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of San Mateo County, California, USA**, and you consent to venue and personal jurisdiction in those courts. If

you are not a U.S. resident, you agree that any lawsuit arising out of or relating to these Terms or the Service shall be filed in the courts of competent jurisdiction in the State of California (and you consent to jurisdiction there), or possibly in your local courts if a mandatory law requires it.

- **Jury Trial Waiver: If for any reason a claim proceeds in court rather than through arbitration, you and AgentWeave each waive any right to a jury trial.** You understand that, in the absence of this provision, you might have had a right to a jury trial, but you expressly and knowingly waive that right.

In summary, **any disputes between us will likely be resolved through binding arbitration on an individual basis** – meaning no jury, no judge, and no class actions – with very limited exceptions. **Please consider this section carefully and** opt out of arbitration within 30 days of first agreeing if you do not want it (as explained above). Otherwise, by using the Service, you **agree to arbitrate** all disputes under the above terms.

8. Disclaimer of Warranties

AgentWeave strives to provide a great service, but there are certain things we cannot promise. This section contains the warranties we **do not** make (disclaimers). Some jurisdictions do not allow disclaimers of implied warranties, so this section may not fully apply to you – but to the extent allowed by law, we are providing the Service "as is".

- **"As Is" and "As Available": AgentWeave is provided to you on an "AS IS" and "AS AVAILABLE" basis.** You use the Service at your own risk. To the maximum extent permitted under applicable law, **AgentWeave disclaims all warranties of any kind, whether express, implied, or statutory**, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and any warranties arising out of course of dealing or usage of trade.
- **No Guarantee of Results: AgentWeave does not guarantee** that the Service will meet your requirements or expectations, or that it will achieve any intended results. We make **no warranty or representation** that the Service will be **accurate, reliable, uninterrupted, secure, or error-free**. We do not warrant that any content (including AI Outputs) will be accurate or correct. You assume all risk for any actions taken based on information obtained through the Service.
- **Not Liability for Content: We do not warrant or guarantee the quality, accuracy, or legality of any content**(including User Content and AI outputs) you obtain through AgentWeave. Any material downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk, and you are solely responsible for any damage to your device or loss of data that results from the download of any material. No advice or information, whether oral or written, obtained from AgentWeave or through the Service, will create any warranty not expressly made herein.
- **Third-Party Disclaimers:** AgentWeave makes no warranties regarding any third-party services or content accessed through our Service. We don't guarantee the continued availability of any integration or that third-party services will function without disruption or

error. We also disclaim any liability for errors or breaches caused by third-party providers. (For example, if an integrated AI model has an error or outage, that is not within our warranty.)

- **Beta Features:** Occasionally, AgentWeave may offer new or beta features or tools that are still in testing (we'll likely label them as "beta" or "preview"). Such features are provided **"as-is" without any additional warranties**. They may be less stable than the main service, and we are not liable for any issues arising from their use. You use beta features at your own discretion.

Some jurisdictions might not allow the exclusion of certain warranties. If you are entitled to any warranties under law that cannot be disclaimed, nothing in this section affects those rights. However, in such cases, the duration of any such legally required warranty will be limited to the minimum period permitted by law.

9. Limitation of Liability

This section limits the types of damages AgentWeave (or related parties) would be responsible for if something goes wrong. As with the previous section, some jurisdictions do not allow certain limitations, so this may not fully apply to you. But we want to be clear that our liability is limited to the extent allowed by law.

- **Indirect Damages:** To the fullest extent permitted by applicable law, **AgentWeave and its affiliates, licensors, and business partners will not be liable to you for any indirect, incidental, special, consequential, or punitive damages**. This includes, without limitation, damages for lost profits, lost savings, loss of data, business interruption, or any other intangible losses, even if we have been advised of the possibility of such damages.
- **Direct Damages Cap:** To the fullest extent permitted by law, **the total aggregate liability of AgentWeave and its officers, directors, employees, agents, suppliers, and licensors, for any claims arising out of or relating to the Service or these Terms, regardless of the form of the action, is limited to the amount** you have paid us for the Service in the **last twelve (12) months** (if you have not paid anything, this liability cap will be a nominal amount, for example \$100). This limitation applies collectively to all claims you may bring against us, for example, if multiple claims or causes of action are brought, this cap applies to all of them in the aggregate, not separately to each claim.
- **Scope of Limitations:** The limitations of liability in this section apply **to all causes of action**, whether in contract, warranty, strict liability, negligence, tort, or otherwise. They also apply whether or not AgentWeave was advised of the possibility of such damages or should have been aware of the possibility.
- **User Content and AI Outputs:** You specifically agree that AgentWeave is not liable for the defamatory, offensive, or illegal conduct of any third party (including other users or harmful content generated by the AI) and that the **risk of harm or damage from the foregoing rests entirely with you**. We are a platform, and just as a phone company

isn't liable for conversations that happen over the phone, we generally aren't liable for content transmitted via our Service that we did not create.

- **Release:** You agree not to hold AgentWeave responsible for the actions, omissions, or content of other users. As a condition of access to the Service, you **release AgentWeave (and its officers, employees, agents, affiliates, and partners) from responsibility, liability, claims, demands, and/or damages** (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with disputes between users or between a user and any third party in connection with the Service. **You expressly waive any laws or legal protections (for example, California Civil Code § 1542, if applicable) that would otherwise limit coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.** (In plain language: if you have a dispute with someone else or a problem due to content not produced by AgentWeave, you are releasing us from liability for that.)
- **Essential Purpose:** You acknowledge that the disclaimers and limitation of liability in these Terms are a fair allocation of risk and an essential part of the bargain between you and AgentWeave, and that absent such protections, we would not be able to offer the Service on the same terms or at the same price (if any).

Exceptions: Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. Also, nothing in these Terms is intended to exclude or limit liability that cannot be excluded under law, such as liability for death or personal injury caused by gross negligence or willful misconduct.

10. Indemnification

You agree to indemnify, defend, and hold harmless AgentWeave and its parent, affiliates, officers, directors, employees, consultants, and agents (the "AgentWeave Parties") from and against any and all third-party claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees and costs) that arise out of or are related to: (a) your use of the Service, (b) your violation of these Terms, any law or regulation, or any rights of another (including intellectual property rights or privacy rights), or (c) your User Content, including any claim involving alleged infringement or misappropriation of third-party rights by your Content or through the use of the Service.

We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (at your expense), and you agree to cooperate with our defense of such claim. You agree not to settle any such matter without the prior written consent of AgentWeave. We will use reasonable efforts to notify you of any such claim, action, or proceeding as soon as we become aware of it.

This indemnification obligation will survive any termination of your account or the Service. In simpler terms: **if your actions or content cause us to be sued by someone else or incur damages, you will cover those costs.**

11. Miscellaneous

Finally, a few additional standard (but important) terms:

- **Changes to these Terms:** AgentWeave may revise or update these Terms from time to time. If we make material changes, we will notify you by email (sent to the address on your account) or by posting a prominent notice on the Service (such as a notification within the app or on our website) prior to the change becoming effective. **Continued use of the Service after the updated Terms are effective will constitute your acceptance of the changes.** If you do not agree to the revised Terms, you should stop using the Service and, if applicable, cancel your subscription or delete your account. The “Last Updated” date at the top of this document indicates when the Terms were last changed.
- **Entire Agreement:** These Terms (together with any additional guidelines or policies we reference, such as our Privacy Policy, and any applicable additional terms for specific features) constitute the **entire agreement** between you and AgentWeave regarding your use of the Service. They supersede all prior understandings or agreements (whether oral or written) regarding the same subject matter. Any waiver of any provision of the Terms will be effective only if in writing and signed by an authorized representative of AgentWeave. **Our failure to enforce any right or provision of these Terms is not a waiver of that right or provision.**
- **Severability:** If any provision of these Terms is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, that provision will be **enforced to the maximum extent permissible** and the remaining provisions of these Terms will remain in full force and effect. (In other words, the rest of the contract stands, even if one part is struck down.)
- **Assignment:** You may not assign or transfer these Terms (or any of your rights or obligations under them) without our prior written consent. We may assign or transfer these Terms or our obligations at our discretion (for example, to a successor entity in the event of a merger, acquisition, or asset sale, or by operation of law). These Terms will bind and insure to the benefit of the parties, their successors, and permitted assigns.
- **No Agency:** These Terms do not create any agency, partnership, joint venture, employment, or franchise relationship between you and AgentWeave. You and AgentWeave are independent contractors. You cannot make any commitments on our behalf, and vice versa.
- **Third-Party Beneficiaries:** Except as expressly provided in these Terms, there are no third-party beneficiaries to these Terms. That means only you and AgentWeave (and our successors) have any rights to enforce these Terms.
- **Export Laws:** The Service may be subject to export control and economic sanctions laws. You agree to comply with all such laws and not to use the Service in a way that would violate them. For example, you cannot use AgentWeave in certain embargoed countries or for prohibited uses under U.S. export laws (such as nuclear, chemical, or biological weapons proliferation).

- **Government Use:** If you are a U.S. government end user, note that the software and documentation available in our Service are "commercial items" as defined in 48 C.F.R. §2.101, and are provided to you subject to the same commercial license terms and restrictions.
- **Contact and Notices:** AgentWeave may contact you or provide notice to you via email, postal mail, phone, text message, or postings within the Service. You are responsible for providing AgentWeave with your most current email address. In case of email notice, we will use the email on record and it will be deemed delivered once sent. If you need to contact AgentWeave for any reason (including to send legal notices, to opt out of arbitration, or for customer service issues), you may do so at:
DigitalWoven, Inc. (Attn: Legal)
3 E 3RD Ave, Suite 200
San Mateo, CA 94401, USA
Email: support@digitalwoven.com (for general inquiries) or legal@digitalwoven.com (for legal notices).
(Note: Please refer to our website for the most current contact information.)
- **Headings and Summaries:** Section headings in these Terms are for convenience only and have no legal effect. Also, the brief summary lines (if any) provided at the end of some sections are there to help you understand the essence of the terms, but they are not part of the legal Terms.
- **Language:** These Terms are written in English. If we provide a translation of these Terms into another language, it is for your convenience only. In the event of any conflict between the English version and the translation, the English version will be controlled.

By using AgentWeave, you acknowledge that you have read, understood, and agreed to these Terms of Service. Thank you for using AgentWeave responsibly and ethically. We value your trust and aim to provide you with a valuable AI-powered experience under these guidelines.

12. Contact Us

If you have any **questions, concerns, or feedback** regarding these Terms or the AgentWeave Service, please do not hesitate to contact us. We are here to help and clarify our policies.

Contact Information:

Email: support@digitalwoven.com

Mailing Address: Address: 3 E 3RD Ave, Suite 200, San Mateo, CA 94401, USA.

(Or refer to our official website's "Contact" page for the most up-to-date contact details.)