

Terms of Service for Factors

Last updated June 16, 2025. Any prior versions of our Terms of Service are available on request.

Introduction

Welcome to **Kapwork, Inc.** (“**Company**”, “**we**”, “**our**”, “**us**”)! These Terms of Service for Factors (“**Terms**”) govern the Factor’s use of our Online Matching System, Invoice Verification System, SMB Monitoring Services, Subscription Services and Additional Offerings located at www.kapwork.com (together, the “**Services**”) operated by Kapwork, Inc., a Delaware corporation. The “**Factor**” (also “**you**” or “**yours**”) is the legal entity or person that applies for an account with the Company as a factoring company.

Our Privacy Policy (“**Privacy Policy**”) also governs your use of the Services and explains how we collect, safeguard, and disclose information that results from your use of our Services. Please read it [here](#).

Your agreement with us includes these Terms and our Privacy Policy (“**Agreements**”). You acknowledge that you have read and understood the Agreements and agree to be bound by them. If you do not agree with (or cannot comply with) the Agreements, then you may not use the Services. Please email us at support@kapwork.com with any questions you may have about the Agreements.

Amendments to Terms

Except as noted in the “Fees” section below, the Company may revise and update these Terms at any time and for any reason in our sole discretion. We will provide notice of the most recent version of these Terms by updating the “Last Updated” date above and you waive any right to receive specific notice otherwise of changes. All changes are effective immediately upon posting and apply to all access to and use of the Services thereafter. If you don’t agree with any changes to our Terms, you may stop using the Services. Your continued access to and use of the Services signifies your acceptance of the revised and then-current Terms.

Services

Factor represents and warrants that it is a business entity incorporated in the United States, including its territories and possessions, and applies for and uses the Services in that capacity, with the full authority, right, and capacity to enter into the Agreements and abide by all of their terms and conditions. If you cannot comply with the aforementioned warranty and representation, you are prohibited from both the access and usage of the Services. Factor represents and warrants that the factoring services provided by Factor are nonrecourse and that Factor and Factor’s services are not performed pursuant to a governmental license or approval.

Subject to these Terms, the Company: (i) shall provide the front-end and the back-end of the Company's online factoring matching and management system ("**Online Matching System**") along with access to performance reporting tools, self-service knowledge bases and connectivity ("**Subscription Services**"), and (ii) may offer various ancillary products and services to Factor, including but not limited to, access to the Invoice Verification System, which automates the process of verifying invoice statuses in vendor portals, the SMB Monitoring System, which provides access to a small or medium-sized business ("**SMB**") systems of record such as accounting systems (e.g., QuickBooks Online) and vendor portals for deals closed through the Online Matching System ("**Additional Offerings**").

When you accept one or more Services from the Company, you accept the specific terms, conditions, and fees applicable to the Services in accordance with the below.

We may release new versions of, and updates to, the Services for the purpose of (a) solving defects and/or errors, (b) keeping the Services up to date with market developments, and (c) otherwise improving the Services. You may receive updates within the Online Matching System or by other means regarding the aforementioned releases. We will only support the most recent version of the Services.

Factor further represents and warrants that it will not submit any listings or offers on the Online Matching System with false or misleading prices or other information, nor any lists with a price or terms that it does not intend to honor or fulfill. Factor indemnifies Company for any and all liability, costs, and fees that may be borne by Company arising out of or related to the foregoing. Factor acknowledges that the SMB information provided by the Company was received by the Company from SMB (the "**SMB Intake Information**"). SMB has agreed to provide truthful and accurate information and to maintain the accuracy of the information provided to Company. Company does not warrant to Factor that the information provided by Company to Factor from the SMB is accurate, complete, or up to date, and Factor expressly disclaims relying on the same. Factor shall be solely responsible for verifying the accuracy of all SMB Intake Information and other information required for a Factoring Agreement, defined below, and Factor shall only be required to enter into a Factoring Agreement on the proposed or advertised terms if the information provided by SMB is accurate and complete. Factor indemnifies the Company for any inaccuracies, deficiencies, or errors arising from the SMB Intake Information, including but not limited to any invoice or other debt which has already been factored in whole or in part and which SMB sells to Factor with Company's Services. Factor acknowledges that Company does not offer or perform any verification, e.g. UCC-1 searches.

The Company shall have no liability for any failure or delay resulting from any condition beyond our reasonable control, including but not limited to erroneous or false information provided by a SMB, governmental action or acts of terrorism, pandemics, earthquake, fire, flood, or other acts of God, labor conditions, power failures, equipment failures, and Internet disturbances.

Accounts

The Company requires you to apply for an account and provide certain information about yourself in order to use the Services and communicate with us. You agree that you will provide truthful information and maintain the accuracy and completeness of your account information with us. You agree to cooperate and provide us with all requested information in respect of the identification of your (ultimate beneficial) owner, manager and/or controller, your risk profile, and

such other due diligence processes and purposes as we reasonably communicate to you from time to time. You further agree that you are responsible for all use of your account and password, including by Permitted Users, and you must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Account users may be provided or asked to create a username and/or password and we encourage you to safeguard that information to protect your account from unauthorized access. Any individual identified in the registration data provided by Factor (or that Factor later identifies to the Company) with 'user permission', including joint business owners or additional users, shall be deemed authorized to use your Online Matching System ("**Permitted Users**"). You authorize us to provide Permitted Users with (i) backend access to your Online Matching System and your Company account, (ii) to discuss the account with them, and (iii) to make changes to the account (depending on the authorization settings). You are solely responsible for the actions of all Permitted Users and warrant that all Permitted Users will fully comply with these Terms. The Company disclaims all liability in relation to disputes between Factor and any Permitted User.

You always have the right to terminate your account and can do so by contacting our Support Team at support@kapwork.com. If we, in our sole discretion, determine that you have acted inappropriately, we reserve the right to limit, restrict or terminate your account, prohibit you from using the Services, remove any content you may have provided, and take any appropriate legal actions to protect the Company, our partners, or other Factors. You can read more below in the section titled "Changes and Termination by Us".

Services Terms and Fees

IF YOU HAVE OPTED TO RECEIVE ONLINE MATCHING SYSTEM SERVICES AND SUBSCRIPTION SERVICES, THE FOLLOWING TERMS APPLY TO YOU.

The Company charges a fee ("**Matching Fee**") for each successful funding match made between Factor and a SMB on the Online Matching System and for each invoice factored therefrom ("**Matching**" or "**Match**"). A successful funding match is made when Factor agrees to provide services to SMB pursuant to a Factoring Agreement, defined below, and includes each invoice factored, serviced, sold, or assumed. The Matching Fee is determined and outlined separately in your account.

When a Match is made, a direct legal contract is created between the SMB and the Factor (the "**Factoring Agreement**"), and the Company is not a party to said Factoring Agreement and the Company shall have no liability for the transactions or actions of either party taken under or pursuant to the Factoring Agreement. The Factor is solely and fully responsible for honoring all terms agreed upon through the Online Matching System and resulting process and fulfilling all obligations owed to SMBs pursuant to Factoring Agreements, including without limitation payment for factored invoices. You agree that once a Match is completed, the price and terms for such Match may not be changed without the SMB's prior written consent.

Upon making a Match, Factor will pay two separate and distinct amounts: (i) directly to the SMB - the amount payable to the SMB for the SMB's accounts receivable and invoices at the price

set by the Factor in the Factoring Agreement (“**Factoring Price**”), and (b) directly to the Company - the Matching Fee payable to the Company set forth in your account. Nothing in these Terms is intended to, or will be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorize either party to make or enter into any commitments for or on behalf of the other party.

Factor shall not prevent, through the Factoring Agreement or any resulting contract, SMB from using the Services or any other Company product or service to seek and contract with any other factoring service provider at any time. Factor shall have no right or entitlement to the continued business of any SMB. Subject to the terms and conditions of the Factoring Agreement, Company may request, and SMB may provide, the Factoring Agreement in whole or in part for Company's review. Company reserves the right to offer services to SMB based upon Company's review of the Factoring Agreement. Notwithstanding the preceding, Company may request SMB to submit feedback or a rating of Factor and/or the Factoring Agreement and Company expressly reserves the right to publish such feedback or rating to the public as part of Company's services.

Factor acknowledges that a necessary and required component of Company offering the Online Matching System services and Subscription Services is Company's ability to determine when and whether Factor and SMB have entered into and performed under a Factoring Agreement. Factor agrees that, in order to receive and benefit from the Online Matching System services and Subscription Services, Company shall have the right, but not the obligation, to perform an annual audit of all Factor records Company determines reasonably necessary to verify when and whether Factor and SMB have entered into a Factoring Agreement through the Services and that Factor has paid all corresponding Matching Fees to Company. Company agrees to use commercially reasonable methods of accessing and verifying such information and endeavors to only request, access, and review those records necessary for these purposes, as determined by Company in its sole discretion.

In addition to the preceding fees, Factor shall owe to Company a Matching Fee for any Factoring Agreement executed with an SMB outside of Company's Services and the Online Matching System for any SMB which was solicited to, introduced to, or to whom Factor entered into a Factoring Agreement with through Company's Services for a period of one (1) year after Factor receives such SMB Intake Information from Company, a Match is made, or the last transaction made pursuant to a Factoring Agreement, whichever date is last.

IF YOU HAVE OPTED TO RECEIVE INVOICE VERIFICATION SYSTEM SERVICES, THE FOLLOWING TERMS APPLY TO YOU.

This service operates on a prepaid credit system. Factor must purchase credits upfront, and the cost of each authenticated record is deducted from your account balance as follows:

- 5,000 records per 30 day period
- All additional records: \$0.33 per record

Company shall provide the Invoice Verification System at no cost for any agreements signed between the Factor and the SMB through the Online Matching System, but only for records OR invoices purchased by the Factor under that agreement.

IF YOU HAVE OPTED TO RECEIVE SMB MONITORING SERVICES, THE FOLLOWING TERMS APPLY TO YOU.

All applicable fees for SMB Monitoring Services shall be as set forth in your account.

This service is offered free of charge for any agreements signed between the Factor and the SMB through the Online Matching System for the duration of that agreement.

General Fees Terms

The Company will provide you with at least thirty (30) days' prior notice, via email or in the Services, of any changes to fees for Services or Additional Offerings to give you an opportunity to terminate your account before such changes become effective. Your continued use of the Services after the fee change comes into effect constitutes your agreement to pay the modified fees.

All fees are processed through Stripe and are subject to Stripe's terms and conditions. Payment is due immediately upon invoice unless otherwise specified in your Order Form.^f Your continued use of the Services after the fee change comes into effect constitutes your agreement to pay the modified fees.

All fees charged by the Company are exclusive of any applicable levies, duties, or other governmental assessments of any nature, including but not limited to value-added, sales, use, general excise, or withholding taxes, accessible by any local, state, provincial, federal or foreign jurisdiction. Factor agrees to fully indemnify and hold harmless the Company, its partners, agents, and employees from and against (i) tax claims and liabilities of the Company for taxes for which you are responsible or liable, or (ii) where the Company has the legal obligation to pay, collect, withhold, and remit for, on behalf of, or instead of, Factor. All fees charged by the Company are processed via [Stripe](#) and are subject to and controlled by all terms and conditions imposed thereby.

Content

Our Services allow you to create listings about your products, services, or offerings, and you will be prompted to answer a variety of questions about your proposed listings such as factoring fee, cash advance amounts, factoring rate, advance rate, payment after collection, and related financial terms, industries or SMBs of interest, applicable taxes and fees, and material terms and conditions ("**Content**"). You are responsible for all Content that you store on or through the Services, including its completeness, legality, reliability, and appropriateness, and whether submitted directly by you or your Permitted Users.

By storing Content on or through the Services you represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the storing of your Content on or through the Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit and store on or through the Services and you are responsible for protecting those rights. We take no responsibility and assume no liability for the Content. However, by submitting and storing Content, you grant us the right and license to use the Content to provide, maintain, develop, and improve the Services, comply with applicable law, enforce our terms and policies, and keep the Services safe.

Insurance

While these Terms are in effect and for a period of two (2) years following any termination, Factor agrees to maintain in full force and effect adequate insurance coverage customary for similarly situated businesses of established reputation engaged in the same or similar business to Factor, including without limitation cyber security insurance. Factor agrees to promptly provide the Company with proof of coverage required by these Terms or applicable law. If the Company reasonably determines that Factor's coverage is insufficient according to these Terms or applicable law, Factor agrees to promptly purchase additional coverage.

Changes and Termination by Us

We reserve the right to withdraw or amend our Services, and any service or material we provide via the Services, in our sole discretion and without notice. From time to time, we may restrict access to some parts of the Services, or the entire Services, to users, including registered users.

We may terminate or suspend your account and bar access to the Services immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Agreements. All provisions of the Agreements which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability. You remain fully and solely responsible for fulfilling obligations owed to SMBs under Factoring Agreements executed prior to any suspension or termination of these Terms.

Prohibited Uses

You agree not to use the Services in a way that violates any laws, infringes any individual's or entity's rights, is inappropriate or offensive, or interferes with the Services (including any technological measures we employ to enforce the Agreements). You agree that the Company is not liable to you or any third-party for any access, use, modification, suspension, or discontinuance of the Services. The respectful use of the Services is important to us. You may not disarm, manipulate, work around, or disable any technological measures we employ to manage and safeguard the Services.

When you create a listing, you may choose to include certain requirements, qualifications, or certifications that must be met by the SMB in order to be eligible to request a Match. Factor agrees that (i) it will not apply such requirements, qualifications, or certifications in a discriminatory or unlawful manner; (ii) it will not use the Services to request that an SMB engages in any prohibited or unlawful activity; (iii) it will not request any information from an

SMB that is prohibited by applicable law or security requirements; and (iv) it will not use the Services to request information from an SMB in order to contract or provide the services provided under these Agreements to an SMB outside of the Services and these Agreements.

The Company specifically prohibits you from using the Services: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or attempt to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services or any websites; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; (k) to interfere with or circumvent the security features of the Services; or (l) to contract or provide factoring services or similar to SMB outside of the Services and these Agreements.

The Company may monitor the Services for violations of the Agreements and take appropriate legal action against anyone who, in our sole discretion, violates the law or the Agreements, including without limitation, reporting such user to law enforcement authorities; refusing, restricting access to, limiting the availability of, or disabling (to the extent technologically feasible) your user account or any of your content; and otherwise manage the Services in a manner designed to protect our rights and to facilitate our business. We may conduct and/or instruct a third-party to conduct an inspection or audit your records to the extent reasonably necessary to fulfill any legal or reporting obligations of the Company, and where we suspect non-compliance with these Terms by you. You shall cooperate fully with reasonable requests from us and such third parties, providing access to all relevant books, records, premises, personnel and other information and making copies available as required.

By accessing and using the Services, you agree that you and the Company are independent contractors to each other. You further acknowledge and agree that no additional partnership, joint venture, employee, employer or other relationship is intended or entered into by the Agreements. You agree not to hold yourself out as in any way sponsored by, affiliated with, endorsed by, in partnership with, or as an employee of the Company or any of our affiliates or partners.

Links to Other Websites

Our Services may contain links to third-party web sites or services that are not owned or controlled by the Company. Such third-party websites and materials are not necessarily affiliated with us and we do not endorse, monitor, or have any control or input over such third-party websites or materials. We are not responsible for examining or evaluating their content or accuracy. The Company does not warrant, and will not have any liability or responsibility for, any websites, materials, products, or services of third-parties. Any use by you of third-party materials is entirely at your own risk and discretion. We encourage you to carefully review the terms, conditions, and policies of any third-parties before you engage in any transactions with them.

Complaints, claims, concerns, or questions regarding third-party websites, policies, products, or services should be directed to the third-party and not to the Company.

Analytics

We may use third-party service providers to monitor and analyze the use of our Services.

Google Analytics: A web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Services. This data is shared with other Google services and may be used to personalize ads within Google's advertising network. For more information, visit [Google Privacy Terms](#) and review Google's policy for safeguarding your data.

Hotjar: A behavior analytics service that helps us understand how users interact with our website by providing visual heatmaps, session recordings, and survey tools. Hotjar collects anonymized data such as page visits, clicks, and scroll depth to improve the user experience. It uses cookies to analyze user behavior and ensures compliance with GDPR through anonymized IP addresses and data minimization practices. Learn more about their data handling at [Hotjar Privacy Policy](#).

Google Search Console: A tool that allows us to monitor and optimize our website's performance in Google Search. It provides insights into search queries, indexing issues, and website visibility, helping us improve the user experience. Data collected includes user queries and site performance metrics. For further details, refer to the [Google Privacy Policy](#).

Communications

By creating an account on our Services, you agree to subscribe to newsletters, marketing and promotional materials and other information we may send. You agree that we may communicate with you and provide you with notices by email to the address then-current in your user account. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at support@kapwork.com. The only communications you may not opt out are related to our provision of the Services to you; to stop receiving those communications, you must terminate your account first.

Intellectual Property

All trademarks, logos, and service marks ("**Marks**") displayed within the Services are the registered and unregistered trademarks of the Company or third parties who have authorized their use by us. The Services are protected by copyright and other intellectual property rights, including but not limited to the images, likenesses, designs, and the like, except where explicitly noted otherwise (collectively "**Intellectual Property**"). You may not use, copy, edit, reproduce, republish, upload, post, transmit, distribute, create derivatives of, or modify the Intellectual Property in any way without prior written approval from us and any third-party owner or licensor. You are prohibited from infringing or violating the Company's Intellectual Property rights and we will enforce our rights to the fullest extent of the law.

Unless otherwise indicated, the Services are our proprietary property and all materials, source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics, as well as any Intellectual Property are owned or licensed and controlled by us, and are protected under various other intellectual property rights, unfair competition laws of the United States, international copyright laws, and international conventions. These materials are provided by the Company “as is” for your information and personal use only. Except as expressly provided in these Terms, no part of our Services may be used by you for a commercial purpose without our express prior written permission.

Non-solicitation

Factor acknowledges that Factor will or may acquire or have access to certain SMB records, including but not limited to, SMB Intake Information, names and contact information that Company provides or facilitates access to as part of the Services hereunder (“**SMB Information**”) that is of great value to Company. Factor will safeguard the SMB Information, will not divulge any of it or in any manner, make it available to any person, firm, association, corporation or other entity, and will make no use whatsoever, directly or indirectly, at any time, of any SMB Information except in the ordinary course of Factor’s services resulting from the Agreements and only as required in connection therewith. Factor shall not solicit or contact any SMB using the SMB Information received hereby, outside of the Services, for purposes of offering factoring or related services which SMB sought or received from Factor via the Services.

Factor recognizes that irreparable harm and damage will result to Company in the event of any breach by Factor of the covenants contained in this Non-solicitation section relating to SMB Information. Factor agrees that, in the event of such breach and in addition to any other legal or equitable remedies to which Company may be entitled or which may be made available, Company will be entitled to specific performance of the covenants in this section, to an injunction to restrain the violation of those covenants by Factor, or to both specific performance and an injunction. Factor acknowledges that the provisions of this section shall survive the termination of the Agreements and shall continue thereafter for a period of one (1) year.

Confidentiality

The parties understand and agree that in the performance of these Terms, each party may have access to or may be exposed to, directly or indirectly, confidential non-public information of the other party (the “**Confidential Information**”). Confidential Information includes without limitation (i) transaction, traffic and usage volume, (ii) marketing, financial and business plans, and (iii) technical, software and operational information. Each party agrees that (a) all Confidential Information shall be treated as private and confidential; (b) all Confidential Information shall remain the exclusive property and ownership of the disclosing party, and the receiving party shall not use it for any purpose, except in furtherance of these Terms; (c) it shall use prudent methods to ensure its Permitted Users maintain the security of the Confidential Information; (d) it shall return or destroy all (hard and soft) copies of all Confidential Information upon written request of the other party; and (e) it shall ensure that Permitted Users do not (X) copy, publish,

or divulge the Confidential Information to any third-party, or (Y) use or store it in an unprotected retrieval system or database (other than pursuant to the Terms hereof).

Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it (1) is or becomes part of the public domain through no act or omission on the part of the receiving party, (2) was possessed by the receiving party prior to the date of these Terms, (3) is disclosed to the receiving party by a third-party having no obligation of confidentiality with respect thereto, or (4) is required to be disclosed pursuant to law, court order, subpoena or governmental authority; and nothing in these Terms shall prevent, limit, or restrict a party from disclosing Confidential Information (including any general information, or technical, operational, performance and financial data unless otherwise agreed between the parties) in confidence to an affiliated (group) company. Factor explicitly agrees and acknowledges that Confidential Information may be shared with and disclosed to any entity or website affiliated to the Company.

Error Reporting and Feedback

You may provide us either directly at support@kapwork.com or via third-party sites and tools with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Services (“**Feedback**”). You acknowledge and agree that: (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) the Company may have development ideas similar to the Feedback; (iii) the Feedback does not contain confidential information or proprietary information from you or any third-party; and (iv) the Company is not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable laws, you grant the Company and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited, and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) the Feedback in any manner and for any purpose.

Support Terms

Kapwork will provide technical support to customers via email during business hours (9:00 AM - 5:00 PM Pacific Time, Monday through Friday, excluding U.S. federal holidays). Customers may initiate support requests by emailing support@kapwork.com. Kapwork will use commercially reasonable efforts to acknowledge support requests within two (2) business days for standard issues, and within four (4) business hours for critical system outages that materially affect core AI agent functionality. Response time refers to acknowledgment of receipt and commencement of troubleshooting, not resolution time. For purposes of this section, a “critical system outage” means the complete unavailability of deployed AI agents or failure of agents to process requests for more than 30 consecutive minutes during business hours. Support includes assistance with: (a) Account setup and AI agent configuration. (b) Basic troubleshooting and deployment questions. (c) Service availability issues. (d) Documentation and guidance on AI agent deployment best practices. (e) Integration support for agentic workflows.

Support does not include custom AI agent development, extensive training sessions, or modification of the underlying AI agent architecture beyond standard configuration options available through the Kapwork platform.

Service Level Terms

Kapwork will use commercially reasonable efforts to maintain availability of the Services with at least 99.5% uptime, measured monthly, excluding scheduled maintenance or excused downtime as defined below.

- **Scheduled maintenance:** Kapwork will provide at least 48 hours advance notice via email or through the Kapwork platform dashboard.
- **Emergency maintenance:** May occur without notice where necessary to maintain security or prevent service degradation.
- **Excused downtime:** Downtime caused by factors beyond Kapwork's reasonable control, including third-party infrastructure failures, internet connectivity issues, or Customer's own equipment or network problems, will be excluded from uptime calculations.
- **Unscheduled downtime:** Means the complete unavailability of deployed AI agents or failure of the Kapwork platform to respond to API requests for more than 15 consecutive minutes.

Service Credits:

For each full hour of unscheduled downtime in a calendar month, Customer will receive a service credit equal to 5% of the monthly Service fees for the affected service. Service credits will be calculated automatically based on Kapwork's internal monitoring systems and applied to Customer's next monthly invoice.

- The maximum total service credits for any calendar month shall not exceed 100% of that month's Service fees.
- Service credits constitute Customer's sole and exclusive remedy for any failure to meet the uptime commitment and may not be redeemed for cash.

SLA Exclusion During Evaluation Periods:

This Service Level Commitment does not apply during any pilot, proof-of-concept, or evaluation period where Services are provided on an "as is" basis.

Disclaimer of Warranties; Limitation of Liability

THE SERVICES ARE PROVIDED BY THE COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES OR SMB INTAKE INFORMATION. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICE

OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICE OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; HOWEVER, WE EXCLUDE ALL WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW.

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENTS, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THE AGREEMENTS AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF YOU ARE DISSATISFIED WITH THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE THEREOF. OUR AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THE SERVICES IS LIMITED TO THE LESSER OF (I) THE AMOUNT OF FEES ACTUALLY PAID BY YOU FOR USE OF THE SERVICES, OR (II) ONE HUNDRED DOLLARS (U.S. \$100.00).

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. IF YOU ARE A RESIDENT OF A STATE WITH PROTECTIONS SIMILAR TO CALIFORNIA CIVIL CODE §1542, YOU HEREBY WAIVE SUCH PROVISIONS OR PROTECTIONS.

Indemnification

You agree to indemnify, defend, and hold harmless the Company, including our affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of the Agreements, the

documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Factor indemnifies Company for any and all liability, costs, and fees that may be borne by Company arising out of or related to false or misleading prices, other information, lists with a price, or terms on the Online Matching System that Factor does not intend to honor or fulfill. Factor indemnifies the Company for any inaccuracies, deficiencies, or errors arising from the SMB Intake Information, including but not limited to any invoice or other debt which has already been factored in whole or in part and which SMB sells to Factor with Company's Services. Factor further indemnifies Company against any claims of verification or based upon information which Company could have obtained by verification, e.g. UCC-1 searches.

Governing Law; Consent to Exclusive Personal Jurisdiction; WAIVER OF JURY TRIAL; Assignment; Waiver

If you have a dispute with the Company, we invite you to reach out to us at support@kapwork.com so that we can try to resolve your concerns. If after thirty (30) days we are unable to amicably resolve any claim or dispute between us arising under the Agreements, then you agree to have your claim or dispute resolved through the Wyoming Chancery Court **and waive any right to a jury trial**. Factor hereby agrees to irrevocably and knowingly waive to the fullest extent permitted by law any right to a trial by jury in any action or proceeding arising out of the Agreements or the Services. Factor hereby acknowledges that the Wyoming Chancery Court conducts nonjury trials, alternative dispute resolution methods and limited motions practice and shall have broad authority to shape and expedite discovery as provided in the rules adopted by the Wyoming Supreme Court to govern the Wyoming Chancery Court.

The validity, construction, performance, and enforceability of these Terms, the Agreements, and the Services shall be governed in all respects by the laws of the State of Wyoming, without reference to the choice of law principles thereof. By executing these Terms, the Agreements, or by using the Services, you hereby irrevocably consent to be subject to the exclusive jurisdiction of the Wyoming Chancery Court if applicable, or the courts of the State of Wyoming for any dispute or proceeding that arises out of or relating to these Terms, the Agreements, or the Services. You hereby waive any defense based on lack of personal jurisdiction which may have otherwise been raised in any such dispute or proceeding. You shall be responsible for the costs and fees, including reasonable attorney's fees, that the Company incurs in enforcing this provision if you institute any proceeding or raise any defense in contravention of this provision.

You may not assign your rights under these Terms, including, without limitation, by operation of law or merger, without our prior written approval, and any attempt to assign these Terms without such prior approval is void. Our failure to enforce any right or provision of the Agreements will not be considered a waiver of those rights. If any provision of the Agreements is held to be invalid or unenforceable by a court, the remaining provisions of the Agreements will remain in effect. The Agreements constitute the entire agreement between us regarding our Services and supersede and replace any prior agreements we might have had between us regarding the Services.

Contact Us

If you have any questions or concerns about these Terms, please contact us at the following:

- A. Email to support@kapwork.com is the fastest and most-preferred way to reach us.
- B. Via Direct Mail: 24085 Summerhill Ave, Los Altos, CA 94024