

TERMS & CONDITIONS

AGREEMENT TO OUR LEGAL TERMS

By signing the Activation Agreement, Customer acknowledges they are entering into an Agreement with Pinewood North America LLC ('Pinewood', 'Company', 'we', 'us', or 'our'), a company registered in Delaware, 500 E Broward Blvd, Suite 1025, Fort Lauderdale, Florida, 33394.

We provide products and / or services that refer or link to these legal terms (the 'Legal Terms') (collectively, the 'Services'). These terms and conditions, together with the Activation Agreement constitute the entire "Agreement" between the parties. This Agreement shall govern Customer's purchase of the Services as defined in Activation Agreement. To the extent any terms of this Agreement conflict with the terms of an applicable Activation Agreement, the terms of the applicable Activation Agreement shall control.

Any rights, licenses, permissions or benefits granted to Pinewood under this Agreement shall extend to Pinewood and its Group Companies or Affiliates. Only Pinewood shall have obligations and liabilities to the Customer under this Agreement. Pinewood may perform its obligations under this Agreement directly or through one or more affiliates, provided that the Pinewood remains responsible for performance in accordance with this Agreement.

Customer can contact us by email at getintouch@pinewood.ai, or by mail to 500 E Broward Blvd, Suite 1025, Fort Lauderdale, Florida, 33394

These Legal Terms constitute a legally binding agreement made between the Customer and Pinewood concerning Customer access to and use of the Services. Customer agrees that by accessing the Services, Customer has read, understood, and agreed to be bound by all of these Legal Terms.

IF THE CUSTOMER DOES NOT AGREE WITH ALL OF THESE LEGAL TERMS, CUSTOMER IS EXPRESSLY PROHIBITED FROM USING THE SERVICES AND CUSTOMER MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Products and Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms from time to time. We will alert Customer about any changes by updating the 'Last updated' date of these Legal Terms, and Customer waive any right to receive specific notice of such changes. Once notified Customer will have 30 days to accept the modification to the Legal Terms, in the event that Customer does not respond to the notification of modification, then Pinewood will assume acceptance of the changes in any revised Legal Terms by Customers continued use of the Services.

1. OUR SERVICES

By purchasing, accessing or using the Services, the Customer confirms that they are responsible for anyone that uses the Services through the Customer account, which may include Customer employees, consultants or contractors, or the employees, consultants or contractors of Customers Affiliates.

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation

or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

A breakdown of the applicable product specifications, included features, , and technical requirements is set out in the follow, [Product Specification & Fair Usage](#) which forms part of this Agreement.

Customer shall use all commercial endeavors and acknowledges that timely provision of information, access, approvals, and cooperation is required for Pinewood to deliver the Services. Pinewood shall not be responsible for delays, service issues, or failures caused by the Customers failure to provide such cooperation or by inaccurate or incomplete information supplied by the Customer.

AI-Generated Outputs

Customer acknowledges that the Services incorporate artificial intelligence and machine-learning technologies that generate automated responses, insights, or outputs (“AI Outputs”).

AI Outputs are generated probabilistically based on available data and models and may be inaccurate, incomplete, outdated, or otherwise unreliable. The Services and AI Outputs are provided for informational and assistive purposes only and do not constitute professional, legal, financial, regulatory, or commercial advice.

Pinewood does not guarantee the accuracy, completeness, or suitability of any AI Output and expressly disclaims any liability arising from reliance on AI Outputs by the Customer, its customers, or any third party.

The Customer shall not represent AI Outputs as being verified, endorsed, or guaranteed by Pinewood and shall ensure that appropriate human oversight is maintained in accordance with applicable law.

Fair Usage Policy

The Services are provided subject to reasonable and fair usage limits as determined by Pinewood from time to time (the “Fair Usage Policy”). The Fair Usage Policy is available at, [www. Product Specification & Fair Usage](#) is designed to ensure the stability, performance, and availability of the Services for all customers.

Where Customer exceeds, or are reasonably likely to exceed, the applicable usage limits, Pinewood may, acting reasonably and proportionately:

- i. Notify the Customer of the excess usage;
- ii. Temporarily limit access to the Services;
- iii. Suspend the Services until the start of the next billing cycle; and/or
- iv. Offer the Customer the option to upgrade to a higher subscription tier or purchase additional usage capacity.

Pinewood shall have no obligation to continue providing the Services at levels exceeding the applicable usage limits without an agreed upgrade or additional fees. Any suspension or limiting pursuant to this clause shall not constitute a breach of this Agreement.

2. PAYMENT FOR SERVICES

The applicable fees for the Products shall be as set out in the Activation Agreement executed by the Customer (the "Activation Agreement") and may be adjusted from time to time in accordance with the Fair Usage Policy or pursuant to an agreed upgrade or additional usage purchase set out in an updated Activation Agreement or invoice. The applicable monthly subscription fee (the "Monthly Subscription Fee") shall be invoiced monthly in advance, with invoicing commencing on the Go-Live Date. Set Up Fees shall be invoiced on the Effective Date as detailed in the Activation Agreement.

All payments shall be made by the Customer in accordance with the payment terms specified in the relevant Invoice.

The Monthly Subscription Fee is exclusive of sales, use, or value-added taxes. Customer shall be responsible for all applicable taxes, duties, and any bank charges or transfer fees incurred in connection with payments under this Agreement.

Customer Shall pay all invoices in US Dollars within thirty (30) days of receipt of the invoice. The Customer shall pay all invoices by direct debit to such bank account as Pinewood shall nominate from time to time for this purpose. The Customer shall pay all invoices in full without any set-off, counterclaim, deduction or withholding. The Customer shall pay all costs and expenses (including legal costs) incurred by Pinewood in enforcing payment of any charges.

- i. Pinewood shall be entitled to increase the Monthly Subscription Fee once per annum (with effect from the earlier of: (i) the first anniversary after the Go-Live Date; or (ii) December 31 each year to reflect the percentage increase in the United States Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics in the previous 12-month period. Pinewood shall give the Customer not less than thirty (30) days' prior notice of each such increase in the Monthly Subscription Fee. Notwithstanding the foregoing, CPI-U increases shall not exceed three percent (3%) in any given year.

If Customer fails to pay an Invoice in accordance with the applicable payment terms, Pinewood may suspend the Services or terminate this Agreement in accordance with the Terms set out within.

3. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in and to the Services, including all software, source code and object code, databases, functionality, algorithms, AI models, system prompts, architecture, website designs, audiovisual content, text, photographs, graphics, documentation, trademarks, service marks, logos, brand names, domain names, know-how, confidential information, goodwill, and all other materials or rights of a similar nature (whether registered or unregistered, and including all applications, renewals, extensions, and reversions thereof) (collectively, the "IP"), are and shall remain the exclusive property of Pinewood and/or its licensors.

The IP is protected by applicable intellectual property, unfair competition, and proprietary rights laws and treaties in the United States and internationally. Except as expressly stated in this Agreement, no rights or licenses in or to the IP are granted, whether by implication, estoppel, or otherwise.

Subject to Customers ongoing compliance with this Agreement (including the Prohibited Activities), Pinewood grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license during the term of this Agreement to access and use the Services solely for the Customers business purposes and to display the Pinewood brand names solely to the extent necessary to integrate, operate, and display the Services on the Customer website.

Customer shall not, and shall not permit any third party to:

- i. Copy, modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works of the Services or Software, except to the extent expressly permitted by applicable law;
- ii. Remove, obscure, or alter any proprietary notices, trademarks, or branding;
- iii. Use the Services, Software, Content, or Marks to develop or support a competing product or service; or
- iv. Reproduce, distribute, publicly display, sublicense, sell, or otherwise exploit any part of the Services, Content, or Marks except as expressly authorized under this Agreement.

Any unauthorized use of the Services, content, or marks constitutes a material breach of this Agreement and shall result in the immediate termination of the Customer's license and right to use the Services.

If Customer wishes to make any use of the Services, Content, or Marks beyond the scope expressly permitted under this Agreement, Customer must obtain Pinewood's prior written consent. Where such consent is granted, Customer must clearly acknowledge Pinewood as the owner or licensor of the relevant IP and ensure that all proprietary notices are preserved and displayed.

By submitting or transmitting to Pinewood any questions, comments, suggestions, ideas, feedback, or other information relating to the Services ("Submissions"), Customer irrevocably assigns to Pinewood all right, title, and interest in and to such Submissions, including all associated intellectual property rights. Pinewood may use, reproduce, modify, disclose, and exploit Submissions for any lawful purpose, commercial or otherwise, without restriction, attribution, or compensation.

All rights not expressly granted to Customer under this Agreement are reserved by Pinewood, its Group Companies or Affiliates.

4. USER REPRESENTATIONS

By using the Services, Customer represents and warrants that:

- i. The Customer has the legal capacity and Customer agrees to comply with these Legal Terms;
- ii. The Customer will not use the Services for any illegal or unauthorized purpose; and
- iii. Customers use of the Services will not violate any applicable law or regulation.

5. PROHIBITED ACTIVITIES

As a user of the Services, the Customer agree not to:

- i. Use the Services in any manner that violates applicable laws, regulations, sanctions, export controls, or third-party rights, including data protection, privacy, intellectual property, and AI-specific regulatory obligations.

- ii. Circumvent, disable, interfere with, or attempt to bypass any security, access controls, authentication mechanisms, usage limits, rate-limiting, or other technical safeguards of the Services.
- iii. Interfere with, disrupt, degrade, overload, or impose an unreasonable burden on the Services, infrastructure, APIs, models, networks, or systems connected to the Services.
- iv. Harass, abuse, threaten, intimidate, annoy, or otherwise interfere with any employees, contractors, agents, or other users involved in providing or using the Services.
- v. Attempt to gain unauthorized access to the Services, user accounts, datasets, models, source code, training pipelines, system prompts, or any related systems or networks.
- vi. Except to the extent expressly permitted by applicable law, reverse engineer, decompile, disassemble, decipher, derive source code from, probe, extract, replicate, or attempt to infer the architecture, parameters, weights, training data, system prompts, or underlying logic of any software or AI model comprising the Services.
- vii. Systematically retrieve, scrape, harvest, mine, or extract data, outputs, content, or metadata from the Services (including via automation) to create or compile collections, databases, directories, datasets, or derivative works without our prior written consent.
- viii. Use bots, scripts, crawlers, spiders, agents, scrapers, automation tools, or similar technologies to access or interact with the Services except where expressly permitted via an authorized API and subject to applicable usage limits.
- ix. Without limitation, Customer shall not share access credentials, allow concurrent access beyond licensed limits, impersonate Us or the Services, or access the Services for the purpose of monitoring availability, performance, or functionality for competitive purposes.
- x. Upload, transmit, introduce, or attempt to introduce viruses, malware, Trojan horses, exploits, spyware, web bugs, tracking pixels, passive collection mechanisms, or any other malicious or unauthorized monitoring or data-collection code.
- xi. Use any information or outputs obtained from the Services to harass, abuse, deceive, defraud, exploit, or otherwise harm any individual or entity, or to generate, promote, or disseminate unlawful, harmful, or misleading content.
- xii. Make improper use of support services, submit false, misleading, or bad-faith reports, or attempt to manipulate operational, compliance, moderation, or enforcement processes.
- xiii. Copy, modify, adapt, sublicense, sell, resell, lease, distribute, white-label, frame, link to, or otherwise commercialize the Services, software, models, Content, or outputs except as expressly authorized in writing.
- xiv. Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices included in or associated with the Services or Content.
- xv. Collect usernames, email addresses, or other user information by electronic or other means for the purpose of sending unsolicited communications or creating accounts by automated means or under false pretenses.
- xvi. Use the Services, Content, or outputs to develop, train, fine-tune, benchmark, or improve competing products or services, perform competitive analysis or model comparisons for commercial advantage or public disclosure, or otherwise compete with the Services.
- xvii. Misrepresent, disparage, tarnish, or otherwise harm the reputation, goodwill, or brand of the Company or the Services.

6. CONFIDENTIALITY

Each Party (the "Receiving Party") may receive from the other Party (the "Disclosing Party") certain confidential information and treat it as confidential. It may receive from the other party technical

information, business/financial information, management information, and documentation which (i) is stamped or otherwise marked as being confidential or proprietary, whether in written or electronic form, (ii) pertains in any way to such Party's (or its affiliates') business plans or methods, or (iii) otherwise is not generally known by others, and under the circumstances of the disclosure, the Disclosing Party had a reasonable expectation that the Receiving Party would know that the information is confidential or proprietary (collectively the "Proprietary Information").

The Receiving Party shall hold the Proprietary Information received from the Disclosing Party in confidence, shall use such information only for the purpose of and in accordance with this Agreement and shall not further disclose such information to any third party without the prior written approval of the Disclosing Party. The obligation to protect the confidentiality of Proprietary Information shall apply during the term of the Agreement and extend for a period of five (5) years following its termination.

The restrictions of this section shall not apply to any information:

- i. Lawfully received from another source free of restriction and without breach of this Agreement,
- ii. That is published or becomes generally available to the public without breach of this Agreement,
- iii. Known by the Receiving Party prior to the time of disclosure,
- iv. Independently developed by the Receiving Party without resort or access to the Proprietary Information; or
- v. That the Disclosing Party has approved for further release by the Receiving Party.

Proprietary Information shall remain the property of the Disclosing Party and shall be returned or destroyed upon written request of Disclosing Party or upon termination of this Agreement. The Receiving Party may retain in its files for archival purposes only, one copy of all written materials returned.

7. MARKETING AND COMMUNICATION

Subject to applicable law, Customer consents to receive service-related communications and, where permitted marketing communications from Pinewood by email, on the email address provided by Customer in connection with; service information and updates; and newsletters. The Customer shall, however, have the right to opt out from such news and marketing material.

Customers consent to being featured in Pinewood's promotional and marketing materials, provided that the content of such materials is first reviewed and approved by Customer, and consent is not unreasonably withheld

8. SERVICES MANAGEMENT

Pinewood reserves the right, but not the obligation, to:

- i. Monitor the Services for violations of these Legal Terms;
- ii. Take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities;
- iii. In our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any Services or any portion thereof;
- iv. Otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

9. PRIVACY POLICY

Pinewood cares about data privacy and security. Please review our Privacy Policy: [Privacy Policy](#) By using the Services, Customer agrees to be bound by our Privacy Policy, which is incorporated into these Legal Terms.

10. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue for the Initial Contract Term, or for a minimum of twelve (12) months from the Go-Live Date, whichever is longer.

Upon expiry of the Initial Contract Term, this Agreement shall automatically renew for successive periods of twelve (12) months (each a "Renewal Term"), unless either Party gives the other Party not less than three (3) months' prior written notice of non-renewal before the end of the then-current term.

Except as expressly set out below, Customer may terminate this Agreement by providing at least three (3) months' prior written notice, such termination to take effect at the end of the then-current Initial Contract Term or Renewal Term. All fees due and payable up to the effective termination date shall remain payable and non-refundable.

Pinewood may suspend or terminate the Services at its discretion in accordance with this Agreement, including for reasons of compliance, security, operational necessity, or breach.

If Customer breaches any provision of this Agreement (including failure to pay any amounts when due) and such breach is not remedied within fourteen (14) days after receipt of written notice from Pinewood specifying the breach and requiring its remedy, Pinewood may terminate this Agreement immediately by written notice, without the need for any further notice or judicial or non-judicial proceedings.

Pinewood may terminate this Agreement with immediate effect, without notice or liability, if Customer:

- i. becomes insolvent, is unable to pay its debts as they fall due, or admits in writing its inability to do so;
- ii. enters into liquidation (voluntary or compulsory), receivership, administration, or any arrangement with its creditors (other than a solvent restructuring approved in writing by Pinewood);
- iii. has a receiver, trustee, administrator, or similar officer appointed over any of its assets;
- iv. is subject to bankruptcy, insolvency, or similar proceedings in any jurisdiction which are not dismissed stayed within thirty (30) days; or
- v. ceases or threatens to cease carrying on all or a substantial part of its business.

Without limiting any other rights, Pinewood reserves the right, in its sole discretion and without liability, to suspend or restrict access to the Services (including blocking access or accounts) where Pinewood reasonably believes that:

- i. Customer are in breach of this Agreement;
- ii. continued access poses a security, compliance, or operational risk; or
- iii. suspension is required to comply with applicable law or regulatory requirements.

Upon termination or expiry of this Agreement for any reason:

- i. all licenses granted to Customer shall immediately terminate;
- ii. Customer shall cease all use of the Services and Software;
- iii. all outstanding fees shall become immediately due and payable; and

iv. Pinewood shall have no further obligation to provide the Services.

Termination shall be without prejudice to any rights or remedies accrued prior to termination or available at law or in equity. Clauses which by nature are intended to survive termination shall survive, including intellectual property, confidentiality, data protection, disclaimers, limitation of liability, and indemnities.

11. MODIFICATIONS AND INTERRUPTIONS

Pinewood reserves the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. We will not be liable to Customer or any third party for any modification, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without giving notice to Customer. Customer agrees that we have no liability whatsoever for any loss, damage, or inconvenience caused by Customers inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in this Agreement will be construed to obligate Pinewood to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

12. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. Pinewood reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

13. FORCE MAJEURE

In the event where Pinewood is prevented from performing its obligations arising from this Agreement as a result of any act of God, riots, acts of war, acts of terrorism, crop diseases or defects, interruption of labor supply, fuel, power or water, casualty damage, government or regulatory action or inaction or any other cause beyond Pinewood reasonable control (the "Force Majeure Event"), this Agreement shall be suspended and Pinewood shall be relieved of its obligations as long as the Force Majeure Event shall exist.

14. DISCLAIMER

THE SERVICES, AND SOFTWARE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUSTOMER USE OF THE SERVICES IS AT CUSTOMERS SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTING ENTITY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

WITHOUT LIMITING THE FOREGOING, PINEWOOD DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, ERROR-FREE, OR FREE FROM

DEFECTS, OR THAT ANY CONTENT, DATA, OR OUTPUT WILL BE COMPLETE, RELIABLE, SECURE, OR NOT LOST, CORRUPTED, OR ALTERED.

NOTWITHSTANDING THE ABOVE DISCLAIMERS, PINREWOOD WILL PERFORM THE SERVICES IN A PROFESSIONAL AND WORKMANLIKE MANNER, CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS AND IN MATERIAL CONFORMANCE WITH THE SPECIFICATIONS EXPRESSLY SET OUT IN THIS AGREEMENT. THE FOREGOING WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY PINWOOD AND IS IN LIEU OF ALL OTHER WARRANTIES.

15. LIMITATIONS OF LIABILITY

To the fullest extent permitted by applicable law, in no event shall Pinewood, its affiliates, suppliers, or their respective directors, officers, employees, or agents be liable to Customer or any third party for any indirect, incidental, special, consequential, exemplary, or punitive damages, including without limitation loss of profits, loss of revenue, loss or corruption of data, loss of contracts or business, loss of prospective advantage, business interruption, or the cost of procurement of substitute products or services, arising out of or relating to this agreement or the use of or inability to use the services, whether based on contract, tort (including negligence), indemnity, product liability, or any other theory of liability, even if Pinewood has been advised of the possibility of such damages and notwithstanding the failure of essential purpose of any limited remedy.

Notwithstanding anything to the contrary in this agreement, Pinewood's total aggregate liability arising out of or in connection with this agreement shall in all cases be limited to the total amount of fees paid by Customer to Pinewood under this agreement during the twelve (12) month period immediately preceding the event, giving rise to the claim.

Nothing in this agreement shall exclude or limit liability for:

- i. death or personal injury caused by negligence;
- ii. fraud or fraudulent misrepresentation; or
- iii. any liability which cannot be excluded or limited under applicable law.

The Customer acknowledges and agrees that third-party integrations, systems, platforms, and services are provided by independent third parties. Pinewood acts solely as a facilitator of such integrations and shall have no liability for the availability, performance, security, or failure of any third-party services, or for any inability or refusal by a third party to integrate with or support the services.

16. INDEMNIFICATION

The Customer agrees to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of or relating to Customers use of the Services, including Customer Content, products or services Customer develop or offer in connection with the Services, and Customers breach of these Terms or violation of applicable law.

17. USER DATA

Pinewood may collect, store, and process data transmitted to or generated through the Services for the purposes of operating, maintaining, securing, and improving the Services, including data relating to

Customer use of the Services. While Pinewood performs routine data backups in accordance with its internal practices, Customer remain solely responsible for all data it submits to the Services and for maintaining appropriate backups of such data. To the fullest extent permitted by applicable law, Pinewood shall have no liability for any loss, corruption, or unavailability of data, and Customer waive any right of action against Pinewood arising from any such loss or corruption.

Each Party shall comply with all applicable data protection and privacy laws. Each Party remains independently responsible for compliance with its own data protection obligations, including ensuring that it has a valid legal basis for the collection, use, and processing of personal data for the purposes communicated to and consented by data subjects.

To the extent that Pinewood processes personal data on behalf of Customer in connection with the provision of the Services, Customer act as the data controller and Pinewood acts as the data processor (or equivalent roles under applicable law). Such processing shall be governed exclusively by the Data Processing Agreement (the "DPA"), which can be found at [Data Processing Agreement](#) which forms an integral part of this Agreement and is incorporated by reference. In the event of any conflict between this Agreement and the DPA in relation to personal data processing, the terms of the DPA shall prevail.

As between the Parties, the Customer retains all right, title, and interest in and to all data, content, and information submitted to or generated through the Services by or on behalf of the Customer ("Customer Data"). The Customer grants Pinewood, a limited, non-exclusive licence to process Customer Data solely to provide, operate, maintain, and improve the Services in accordance with this Agreement and the DPA.

Pinewood shall process personal data in accordance with the DPA and the privacy policy, as amended from time to time. The Customer acknowledges that it has reviewed and accepted the privacy policy and the DPA by entering into this Agreement. Pinewood does not knowingly collect personal data from children under the age of 13 (or such lower age as may be permitted under applicable law).

18. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall first be settled through good-faith negotiation between the parties. If the dispute is not resolved within 30 days of a written request for negotiation, the parties agree to submit the dispute to confidential meditation. If mediation fails to resolve the dispute within 60 days of initiation, the dispute shall be settled by binding arbitration governed by Florida law. The seat of arbitration shall be in Fort Lauderdale, FL Broward County. The arbitrator shall have the authority to award damages and provide equitable relief including injunctive relief to prevent further data breaches

Any dispute or claim arising out of or in connection with it, its subject matter, or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Florida. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Florida, U.S.A. for the resolution of any such dispute or claim.

19. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. Customer consents to receive electronic communications, and Customer agrees that all agreements, notices, disclosures, and other communications Pinewood provides to the Customer

electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing.

CUSTOMER HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES.

Customer hereby waives any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

20. MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by Pinewood on the Services or in respect to the Services constitute the entire agreement and understanding between Customer and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions.

We will not be liable for any delay or failure to perform our obligations caused by events beyond our reasonable control, including natural disasters, government actions, network failures, or force majeure events.

Sections relating to intellectual property, indemnity, disclaimers, limitations of liability, dispute resolution, and governing law shall survive termination of these Terms.

21. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

Pinewood North America LLC, 500 E, Suite 1025, Broward Blvd, Fort Lauderdale, Florida, 33394

Email: getintouch@pinewood.ai

Any cost levied by 3rd party for integration levied on behalf of dealer these will be invoiced in advanced to customer