

TERMS AND CONDITIONS OF SERVICE

Effective Date: November 1, 2025

IMPORTANT NOTICE

PLEASE READ THESE TERMS AND CONDITIONS (“TERMS”) CAREFULLY BEFORE USING THE LOBBYIQ SERVICE. THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND WILLARD AI LLC.

BY ACCESSING OR USING THE LOBBYIQ SERVICE, CLICKING “I AGREE,” OR OTHERWISE INDICATING ACCEPTANCE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SERVICE.

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** In these Terms, the following terms shall have the meanings set forth below:

- (a) **“Account”** means the user account established by You to access and use the Service.
- (b) **“Administrator”** means the individual(s) designated by You to manage Your Account, including assigning access rights, managing billing, and configuring settings.
- (c) **“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where “control” means ownership of 50% or more of the shares, equity interest, or other securities entitled to vote for the election of directors or other managing authority.
- (d) **“AI Output Content”** means any content, data, text, reports, summaries, analyses, or other materials generated by the Service’s artificial intelligence features in response to User Input Content.
- (e) **“Company”, “we”, “us”, or “our”** means Willard AI LLC, an Idaho limited liability company.
- (f) **“Credits”** means the units of measurement used to track and bill for usage of certain features of the Service.
- (g) **“Documentation”** means the user guides, online help, release notes, training materials, and other documentation provided or made available by Company to You regarding the use or operation of the Service.
- (h) **“Effective Date”** means the date You first access or use the Service, click “I Agree” to these Terms, or otherwise indicate acceptance of these Terms.

- (i) **“Feedback”** means any suggestions, ideas, enhancement requests, recommendations, corrections, or other feedback provided by You or Your Users relating to the features, functionality, or operation of the Service.
- (j) **“Fees”** means the fees payable by You to Company for the Service, as set forth in the applicable Order Form or pricing page.
- (k) **“Intellectual Property Rights”** means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights as may now exist or hereafter come into existence, and all applications and registrations, renewals and extensions thereof, under the laws of any state, country, territory, or other jurisdiction.
- (l) **“Order Form”** means an online or written ordering document or process completed or signed by the parties that specifies the Service to be provided to You.
- (m) **“Service”** means the LobbyIQ platform, including all features, functionalities, tools, content, updates, and interfaces provided by Company in connection with its AI-powered legislative monitoring and reporting service.
- (n) **“Subscription Term”** means the period during which You have agreed to subscribe to the Service.
- (o) **“Third-Party Services”** means third-party products, applications, services, software, networks, systems, directories, websites, databases, and information which the Service links to, or which You may connect to or enable in conjunction with the Service, including without limitation OpenAI, Microsoft, Google, and QuickBooks.
- (p) **“User”** means an individual who is authorized by You to use the Service, for whom You have purchased a subscription, and to whom You (or Company at Your request) have supplied a user identification and password.
- (q) **“User Input Content”** means any content, data, information, documents, or materials that You or Your Users input, upload, submit, post, or transmit through the Service.
- (r) **“You” or “Your”** means the individual or entity that has accepted these Terms.

1.2 Interpretation. In these Terms: (a) the words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation”; (b) the word “or” is not exclusive; (c) the word “will” shall be construed to have the same meaning and effect as the word “shall”; and (d) unless the context requires otherwise, references to sections, schedules, and exhibits shall be references to sections, schedules, and exhibits of these Terms.

2. SERVICE DESCRIPTION AND SCOPE

2.1 Service Overview. LobbyIQ is an AI-powered platform designed for independent, state-based contract lobbyists. The Service monitors legislation across all 50 states and Congress, delivers alerts, and generates AI-powered client updates, memos, and reports. The Service is intended for business users only and is not designed for use by consumers or minors.

2.2 Service Provision. Subject to these Terms and Your payment of applicable Fees, Company grants You a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Service during the Subscription Term solely for Your internal business purposes.

2.3 Service Limitations. The Service is provided for informational purposes only and is not intended to provide legal, financial, or professional advice. You acknowledge that the Service:

- (a) May contain information that is incomplete, inaccurate, or outdated;
- (b) Is not a substitute for professional judgment, legal counsel, or other professional services;
- (c) Should not be relied upon for making decisions that could result in legal liability, financial loss, or other serious harm; and
- (d) May not be suitable for all lobbying activities or regulatory compliance needs.

2.4 Service Modifications. Company may update, modify, or enhance the Service from time to time. If Company makes material changes to the Service that significantly reduce its functionality, Company will provide You with reasonable advance notice. Your continued use of the Service following any changes constitutes Your acceptance of such changes.

2.5 Beta Features. Company may make certain features, functions, or services available to You on a beta, trial, or other pre-release basis (“Beta Features”). Beta Features are provided “AS IS” without any warranty, support, maintenance, or other obligation of any kind. Company may discontinue Beta Features at any time in its sole discretion without notice.

3. USER ACCOUNTS AND REGISTRATION

3.1 Account Creation. To access and use the Service, You must create an Account by providing accurate, current, and complete information as prompted by the registration process. You agree to maintain and promptly update Your Account information to keep it accurate, current, and complete.

3.2 Account Eligibility. You represent and warrant that: (a) You are at least 18 years of age; (b) You have the legal capacity and authority to enter into these Terms; (c) if You are registering on behalf of an entity, You have the authority to bind such entity to these Terms; and (d) Your use of the Service will not violate any applicable law, regulation, or third-party right.

3.3 Account Security. You are responsible for: (a) maintaining the confidentiality of Your Account credentials; (b) all activities that occur under Your Account; and (c) notifying Company immediately of any unauthorized use of Your Account or any other breach of security. Company will not be liable for any loss or damage arising from Your failure to comply with this section.

3.4 User Management. If You are an Administrator:

- (a) You are responsible for managing User access to the Service, including adding and removing Users, assigning permissions, and ensuring Users comply with these Terms;
- (b) You will ensure that all Users are aware of and comply with these Terms;

- (c) You will promptly terminate access for any User who is no longer authorized to use the Service; and
- (d) You acknowledge that actions taken by Users through Your Account may be attributed to You.

3.5 Account Restrictions. You agree not to:

- (a) Share Account credentials with any third party;
- (b) Allow multiple individuals to use the same User credentials;
- (c) Create multiple Accounts to circumvent usage limitations or Fees;
- (d) Sell, trade, or transfer Your Account to another party; or
- (e) Access the Service through automated means, except as expressly permitted by Company.

3.6 Electronic Communications. By creating an Account, You consent to receive electronic communications from Company related to Your Account and the Service. These communications may include notices about Your Account, changes to these Terms, and information concerning or related to the Service. You agree that any notices, agreements, disclosures, or other communications that Company sends to You electronically will satisfy any legal communication requirements, including that such communications be in writing.

4. SUBSCRIPTION TERMS AND BILLING

4.1 Subscription Plans. The Service is offered on a subscription basis with various plans and pricing options. Details of available subscription plans, including features, limitations, and Fees, are provided on the Company's website or in an applicable Order Form.

4.2 Free Trial.

- (a) Company may offer a 14-day free trial of the Service. To access the free trial, You must provide valid payment information.
- (b) Unless You cancel Your subscription before the end of the free trial period, Your subscription will automatically convert to a paid subscription, and Company will begin charging the applicable Fees to Your designated payment method.
- (c) Company reserves the right to modify or terminate free trials at any time without notice.

4.3 Subscription Term and Renewal.

- (a) Your initial Subscription Term begins on the start date specified in Your Order Form or, if no date is specified, when You complete the subscription process.
- (b) Unless otherwise specified in Your Order Form, Your subscription will automatically renew for successive periods equal to Your initial Subscription Term unless either party provides notice of non-renewal at least thirty (30) days before the end of the then-current Subscription Term.

- (c) You may cancel automatic renewal at any time through Your Account settings or by contacting support@LobbyIQ.com.

4.4 Credits Model.

- (a) The Service operates on a credits-based system. Each seat subscription includes 1,000 credits per month, which do not roll over to subsequent months if unused.
- (b) Organization-level block packs (1,000-10,000 credits) may be purchased separately. These credits are pooled across Your organization and are valid for 12 months from the date of purchase.
- (c) If You exhaust Your allocated credits, You will be charged for overages at the rate of \$0.25 per credit, unless You have set spending caps or other limitations through the administrative tools provided by the Service.
- (d) Credits are consumed when using features requiring artificial intelligence processing, including but not limited to generating reports, analyzing legislation, and creating client updates.
- (e) Company provides administrative tools to monitor credit usage, set spending caps, and receive usage alerts.

4.5 Fees and Payment.

- (a) All Fees are quoted in U.S. dollars and are exclusive of applicable taxes, which will be charged separately as appropriate.
- (b) You agree to pay all Fees in accordance with the payment terms specified in Your Order Form or on the Company's website.
- (c) If You provide credit card or other payment information, You authorize Company to charge such payment method for all Fees incurred during the Subscription Term. Such charges shall be made in advance, either monthly or annually, based on the billing cycle You select.
- (d) If Your payment method fails or Your Account is past due, Company may (i) charge a late fee of 1.5% per month or the maximum rate permitted by law, whichever is lower, (ii) suspend Your access to the Service, and/or (iii) terminate Your subscription.
- (e) Unless otherwise stated, all Fees are non-refundable except as expressly provided in these Terms or as required by applicable law.

4.6 Price Changes.

- (a) Company may change the Fees for the Service from time to time. Any price changes will apply to the next billing cycle after Company provides at least thirty (30) days' advance notice of such changes.
- (b) If You do not agree to a price change, You must cancel Your subscription before the next billing cycle. Continued use of the Service after a price change takes effect constitutes Your acceptance of such change.

4.7 Billing Disputes.

- (a) You must notify Company of any dispute regarding Fees within thirty (30) days from the date of the disputed charge by contacting support@LobbyIQ.com.
- (b) If You dispute any Fees, You must pay all undisputed amounts when due.
- (c) Company will not exercise its rights under Section 4.5(d) with respect to disputed Fees while the dispute is being investigated in good faith by Company.

4.8 Taxes. You are responsible for paying all taxes associated with Your purchase of the Service, excluding taxes based on Company's net income. If Company is required to collect or pay any taxes on Your behalf, those taxes will be invoiced to You, and You are responsible for payment of such taxes.

5. ACCEPTABLE USE POLICY

5.1 General Conduct. You agree to use the Service only for lawful purposes and in accordance with these Terms. You agree not to use the Service:

- (a) In any way that violates any applicable federal, state, local, or international law or regulation;
- (b) For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way;
- (c) To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation;
- (d) To impersonate or attempt to impersonate Company, a Company employee, another User, or any other person or entity; or
- (e) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by Company, may harm Company or Users of the Service or expose them to liability.

5.2 Technical Restrictions. You agree not to:

- (a) Use the Service in any manner that could disable, overburden, damage, or impair the Service or interfere with any other party's use of the Service;
- (b) Use any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including monitoring or copying any of the material on the Service;
- (c) Use any manual process to monitor or copy any of the material on the Service or for any other unauthorized purpose;
- (d) Use any device, software, or routine that interferes with the proper working of the Service;
- (e) Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;

- (f) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer, or database connected to the Service;
- (g) Attack the Service via a denial-of-service attack or a distributed denial-of-service attack; or
- (h) Otherwise attempt to interfere with the proper working of the Service.

5.3 Prohibited Data. You agree not to upload, input, or transmit through the LobbyIQ Service any content or data that is illegal, harmful, or otherwise inappropriate for processing through an online SaaS platform. Without limiting the generality of the foregoing, the following categories of data are **strictly prohibited** from being uploaded or stored in LobbyIQ:

- (a) **Protected Health Information (PHI):** Any medical or health-related data governed by the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to patient records, diagnoses, or insurance information. LobbyIQ is not a HIPAA-compliant service and is not authorized to process PHI.
- (b) **Financial Account or Payment Data:** Bank account numbers, payment card numbers, tax identification numbers, or other financial data subject to privacy or security regulations.
- (c) **Government-Issued Identifiers:** Social Security Numbers, passport numbers, driver's license numbers, or any other government-issued personal identification information.
- (d) **Children's Data:** Information about individuals under the age of 13 or any data subject to the Children's Online Privacy Protection Act (COPPA). LobbyIQ is intended for professional use only and not for use by minors.
- (e) **Client Confidential or Privileged Information:** Any materials covered by attorney-client privilege, nondisclosure agreements, or other confidentiality obligations, including client legal strategies, internal memos, or proprietary research. Users remain solely responsible for ensuring that all information entered into the Service may lawfully be shared and processed.
- (f) **Trade Secrets or Proprietary Code:** Any proprietary algorithms, unpublished intellectual property, software source code, or other trade-secret materials that are not intended for public disclosure.
- (g) **Non-Public Government or Legislative Documents:** Draft legislation, internal agency memoranda, or other confidential government communications not yet released to the public.
- (h) **Malicious or Harmful Content:** Any files or data that contain or are intended to distribute viruses, worms, trojans, bots, or other harmful computer code, or that attempt to disrupt, damage, or gain unauthorized access to the Service or its systems.
- (i) **Unlawful or Illicit Content:** Any information that violates applicable laws, infringes intellectual property rights, facilitates fraud, promotes violence, or otherwise breaches ethical or professional standards applicable to registered lobbyists or government affairs professionals.

5.4 Lobbying Ethics and Compliance. You agree to:

- (a) Comply with all applicable lobbying registration, reporting, and disclosure requirements in jurisdictions where You operate;
- (b) Adhere to all ethical standards and codes of conduct applicable to lobbying activities;
- (c) Not use the Service to engage in any activity that would violate any lobbying, anti-corruption, or government ethics law; and
- (d) Not use the Service to track, monitor, or facilitate any quid pro quo arrangements, improper gifts, or other prohibited lobbying practices.

5.5 Content Restrictions. You agree not to create, upload, post, display, or distribute User Input Content that:

- (a) Infringes any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any person or entity;
- (b) Is false, misleading, or inaccurate;
- (c) Is defamatory, obscene, pornographic, vulgar, or offensive;
- (d) Promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group;
- (e) Is violent or threatening or promotes violence or actions that are threatening to any person or entity; or
- (f) Promotes illegal or harmful activities or substances.

5.6 AI Output Restrictions. You agree not to:

- (a) Use AI Output Content to train, develop, or improve any competing AI model or service;
- (b) Represent AI Output Content as human-created content without appropriate disclosure;
- (c) Use AI Output Content for any purpose that would violate these Terms if done with User Input Content; or
- (d) Rely on AI Output Content for critical decisions without appropriate human review and verification.

5.7 Monitoring and Enforcement. Company reserves the right to:

- (a) Monitor Your use of the Service for compliance with these Terms, though Company has no obligation to do so;
- (b) Remove or refuse to display any User Input Content that violates these Terms or that Company finds objectionable;

- (c) Take appropriate legal action against anyone who, in Company's sole discretion, violates these Terms; and
- (d) Terminate or suspend Your access to all or part of the Service for any violation of these Terms.

5.8 Reporting Violations. If You become aware of any violation of this Acceptable Use Policy, please report it immediately to support@LobbyIQ.com.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Company Intellectual Property.

- (a) The Service, including all content, features, and functionality thereof, is owned by Company, its licensors, or other providers and is protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
- (b) These Terms do not grant You any right, title, or interest in or to the Service or any content, features, or functionality thereof, other than the limited right to use the Service as set forth in these Terms.
- (c) All trademarks, service marks, logos, trade names, and other proprietary designations of Company used herein are trademarks or registered trademarks of Company. Any other trademarks, service marks, logos, trade names, and other proprietary designations are the trademarks or registered trademarks of their respective parties.

6.2 User Input Content.

- (a) You retain all of Your ownership rights in Your User Input Content.
- (b) By uploading, submitting, storing, sending, or receiving User Input Content through the Service, You grant Company a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, adapt, publish, translate, distribute, and display such User Input Content solely for the purpose of providing and improving the Service.
- (c) You represent and warrant that: (i) You own or control all rights in and to Your User Input Content or have the right to grant the license granted above; and (ii) all of Your User Input Content does and will comply with these Terms.

6.3 AI Output Content.

- (a) Subject to Your compliance with these Terms and payment of applicable Fees, You own all right, title, and interest in and to the AI Output Content generated through Your use of the Service.
- (b) You acknowledge and agree that:
- (c) The Service may generate similar or identical AI Output Content for different Users;

- (ii) Company makes no guarantee of uniqueness, originality, or exclusivity with respect to AI Output Content;
- (iii) Company may use aggregated and anonymized data derived from AI Output Content to improve and train its AI models; and
- (iv) Your ownership of AI Output Content does not include ownership of the underlying AI models, algorithms, or technology used to generate such content.

6.4 Feedback.

- (a) If You provide Feedback to Company, You hereby grant Company a perpetual, irrevocable, worldwide, royalty-free, fully-paid, non-exclusive, sublicensable, transferable license to use, reproduce, modify, create derivative works from, distribute, publicly perform, and publicly display such Feedback for any purpose without restriction or obligation.
- (b) You agree that You are not entitled to any compensation for any Feedback provided to Company.

6.5 Copyright Infringement.

- (a) Company respects the intellectual property rights of others and expects Users to do the same.
- (b) If You believe that any content on the Service infringes upon Your copyright or other intellectual property rights, please notify Company by providing the following information:
- (c) A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (ii) A description of the copyrighted work or other intellectual property that You claim has been infringed;
- (iii) A description of where the material that You claim is infringing is located on the Service;
- (iv) Your address, telephone number, and email address;
- (v) A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- (vi) A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
- (vii) Notices of copyright infringement claims should be sent to:

Willard AI LLC

Attn: Copyright Agent

802 W Bannock St, Ste 406A

Boise, ID 83702

Email: support@LobbyIQ.com

7. DATA PRIVACY AND SECURITY

7.1 Privacy Policy. Your use of the Service is subject to Company's Privacy Policy, which is incorporated by reference into these Terms. The Privacy Policy describes how Company collects, uses, and discloses information about You and Your Users when You use the Service.

7.2 Data Processing.

- (a) Company will process Your data only in accordance with these Terms, the Privacy Policy, and applicable law.
- (b) Company will maintain appropriate administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Your data.
- (c) Company will not use Your User Input Content to train its AI models without Your explicit consent.
- (d) Company may use aggregated and anonymized data derived from Your use of the Service for improving the Service, developing new products and features, and other business purposes.

7.3 Your Data Responsibilities.

- (a) You are solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all User Input Content.
- (b) You will obtain all necessary rights, permissions, and consents to allow Company to process User Input Content as contemplated by these Terms.
- (c) You will implement appropriate measures to protect any sensitive information You submit to the Service.
- (d) You will comply with all applicable privacy and data protection laws with respect to Your collection, use, and sharing of data through the Service.

7.4 Security Measures.

- (a) Company implements reasonable security measures to protect the Service and Your data from unauthorized access, use, alteration, or destruction.
- (b) You acknowledge that no method of transmission over the Internet or method of electronic storage is 100% secure, and Company cannot guarantee absolute security.
- (c) You are responsible for maintaining the security of Your Account credentials and for any activities that occur under Your Account.
- (d) You will promptly notify Company of any actual or suspected security breach or unauthorized access to Your Account.

7.5 Compliance with Laws. Both parties will comply with all applicable laws and regulations regarding the collection, use, transfer, storage, and processing of data through the Service.

8. AI OUTPUT DISCLAIMERS AND LIMITATIONS

8.1 No Guarantee of Accuracy. You acknowledge and agree that:

- (a) The Service uses artificial intelligence technologies that may produce content that is incomplete, inaccurate, or outdated;
- (b) AI Output Content is generated based on patterns and information in the training data, which may not reflect current laws, regulations, or best practices;
- (c) The Service may not identify all relevant legislation, regulations, or policy developments that could impact Your lobbying activities; and
- (d) Company does not independently verify the accuracy, completeness, or currency of AI Output Content.

8.2 Not Professional Advice. You acknowledge and agree that:

- (a) AI Output Content is provided for informational purposes only and does not constitute legal, financial, tax, lobbying, or other professional advice;
- (b) The Service is not a substitute for professional judgment, legal counsel, or other professional services;
- (c) You should consult with qualified professionals before making any decisions based on AI Output Content; and
- (d) Company is not responsible for any actions You take or decisions You make in reliance on AI Output Content.

8.3 Independent Verification. You agree to:

- (a) Independently verify all AI Output Content before using it for any purpose;
- (b) Exercise Your own professional judgment when evaluating AI Output Content;
- (c) Not rely solely on AI Output Content for making important decisions; and
- (d) Assume all risks associated with Your use of AI Output Content.

8.4 No Uniqueness Guarantee. You acknowledge and agree that:

- (a) The Service may generate similar or identical AI Output Content for different Users;
- (b) Company makes no guarantee of uniqueness, originality, or exclusivity with respect to AI Output Content;
- (c) Other Users may receive AI Output Content that is substantially similar to Yours; and

- (d) You have no exclusive rights to any particular AI-generated format, structure, or approach.

8.5 Limitations on Use. You agree not to:

- (a) Present AI Output Content as human-created without appropriate disclosure;
- (b) Use AI Output Content in ways that could mislead others about its nature or source;
- (c) Use AI Output Content for any purpose prohibited by these Terms or applicable law; or
- (d) Rely on AI Output Content for critical decisions without appropriate human review and verification.

9. THIRD-PARTY INTEGRATIONS

9.1 Third-Party Services. The Service may integrate with or enable access to Third-Party Services, including but not limited to OpenAI, Microsoft, Google, and QuickBooks. Your use of such Third-Party Services is subject to the terms, conditions, and privacy policies of the third-party providers.

9.2 No Endorsement. Company does not endorse, is not responsible for, and makes no representations or warranties regarding any Third-Party Services. Company is not liable for any damage or loss caused or alleged to be caused by or in connection with Your use of any Third-Party Services.

9.3 Integration Limitations. You acknowledge and agree that:

- (a) Company has no control over the availability, reliability, or performance of Third-Party Services;
- (b) Third-Party Services may change their APIs, terms, or functionality in ways that affect their integration with the Service;
- (c) Company may modify or discontinue integrations with Third-Party Services at any time without notice; and
- (d) Your use of Third-Party Services may be subject to additional fees or terms imposed by the third-party providers.

9.4 Data Sharing with Third Parties. When You enable integrations with Third-Party Services:

- (a) You authorize Company to share Your data with the third-party providers as necessary to facilitate the integration;
- (b) You are responsible for reviewing and complying with the privacy policies and data handling practices of the third-party providers; and
- (c) You acknowledge that Company has no control over how third-party providers use, store, or process Your data.

9.5 Third-Party Service Outages. Company is not responsible for:

- (a) Any downtime, outages, or service interruptions of Third-Party Services;
- (b) Any changes to Third-Party Services that render them incompatible with the Service;
- (c) Any errors, bugs, or other issues in Third-Party Services; or
- (d) Any impact that issues with Third-Party Services may have on the functionality of the Service.

9.6 Termination of Integrations. Company reserves the right to suspend or terminate any integration with a Third-Party Service if:

- (a) The third-party provider discontinues the Third-Party Service or makes material changes to it;
- (b) The third-party provider breaches its agreement with Company;
- (c) Company determines that the integration poses a security risk or other liability; or
- (d) Company determines that maintaining the integration is no longer commercially reasonable.

10. SERVICE AVAILABILITY AND SUPPORT

10.1 Service Availability. Company will use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for:

- (a) Planned downtime (of which Company will give advance notice); and
- (b) Any unavailability caused by circumstances beyond Company's reasonable control, including but not limited to acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems, internet service provider failures or delays, or denial of service attacks.

10.2 No Uptime Guarantee. Company does not guarantee any specific level of uptime or availability for the Service. The Service is provided on an "as available" basis without any warranties of any kind.

10.3 Technical Support.

- (a) Company will provide technical support for the Service as described on the Company's website or in Your Order Form.
- (b) Support is available by contacting support@LobbyIQ.com.
- (c) Company will use commercially reasonable efforts to respond to support requests within a reasonable time frame, but does not guarantee any specific response time.

10.4 Maintenance and Updates.

- (a) Company may perform maintenance on the Service at any time, with or without notice.

- (b) Company will use commercially reasonable efforts to schedule planned maintenance during non-business hours.
- (c) Company may update the Service from time to time to fix bugs, add features, or make other improvements.

10.5 Beta Features.

- (a) Company may make Beta Features available to You from time to time.
- (b) Beta Features are provided “AS IS” without any warranty, support, maintenance, or other obligation of any kind.
- (c) Company may discontinue Beta Features at any time in its sole discretion without notice.
- (d) You use Beta Features at Your own risk, and Company is not liable for any damage or loss resulting from Your use of Beta Features.

10.6 Service Suspension. Company may suspend Your access to the Service, in whole or in part, immediately and without notice if:

- (a) Company reasonably believes that Your use of the Service poses a security risk to the Service or any third party;
- (b) Your use of the Service may adversely impact the Service, systems, or data of Company or any third party;
- (c) You are in breach of these Terms;
- (d) Your use of the Service may subject Company or any third party to liability; or
- (e) Suspension is required by law or governmental request.

11. CONFIDENTIALITY

11.1 Confidential Information. “Confidential Information” means all non-public information disclosed by one party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally, in writing, or by other means, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to, business plans, product plans, technology and technical information, marketing strategies, financial information, and business policies or practices.

11.2 Exclusions. Confidential Information does not include information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.

11.3 Protection of Confidential Information. The Receiving Party will: (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (b) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms; and (c) not disclose Confidential Information of the Disclosing Party to any third party unless authorized in writing by the Disclosing Party or required by law.

11.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it will: (a) give the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted); (b) provide reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure; and (c) disclose only that portion of Confidential Information that is legally required to be disclosed.

11.5 Remedies. The Receiving Party acknowledges that unauthorized disclosure of the Disclosing Party's Confidential Information could cause substantial harm to the Disclosing Party for which damages alone might not be a sufficient remedy. Accordingly, the Disclosing Party will have the right to seek immediate injunctive relief to stop any breach or threatened breach of this Section, in addition to any other rights and remedies it may have.

11.6 Duration of Confidentiality Obligations. The confidentiality obligations under this Section will survive the termination or expiration of these Terms for a period of three (3) years, except for trade secrets, which will remain confidential for as long as they qualify as trade secrets under applicable law.

12. LIMITATION OF LIABILITY

12.1 Disclaimer of Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, USE, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

12.2 Cap on Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF COMPANY AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICE WILL BE LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU PAID TO COMPANY FOR USE OF THE SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY; OR (B) ONE HUNDRED DOLLARS (\$100).

12.3 Exclusions. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY

AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

12.4 Essential Purpose. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

12.5 Allocation of Risk. You acknowledge and agree that the limitations of liability set forth in this Section reflect an allocation of risk between You and Company and that in the absence of such limitations, the terms and conditions of these Terms would be substantially different.

12.6 Basis of the Bargain. You acknowledge that Company has set its prices and entered into these Terms in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in these Terms, and that the same form an essential basis of the bargain between the parties.

13. INDEMNIFICATION

13.1 Your Indemnification Obligations. You agree to defend, indemnify, and hold harmless Company, its Affiliates, and their respective officers, directors, employees, agents, licensors, and service providers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- (a) Your violation of these Terms;
- (b) Your User Input Content;
- (c) Your use of the Service, including, but not limited to, any use of AI Output Content;
- (d) Your violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right; or
- (e) Your violation of any applicable law, rule, or regulation.

13.2 Company's Indemnification Obligations. Company agrees to defend, indemnify, and hold harmless You and Your officers, directors, employees, and agents from and against any third-party claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to claims that the Service, when used as permitted under these Terms, infringes any United States patent, copyright, or trademark of such third party. This indemnification obligation does not apply to claims arising from:

- (a) Your modification of the Service;
- (b) Your combination of the Service with third-party products, services, or content;
- (c) Your use of the Service in violation of these Terms;
- (d) Your continued use of the Service after Company has notified You to discontinue use due to an infringement claim; or

(e) AI Output Content or User Input Content.

13.3 Indemnification Procedure. The indemnified party will: (a) promptly notify the indemnifying party in writing of any claim, suit, or proceeding for which indemnity is claimed; (b) allow the indemnifying party to control the defense and settlement of the claim, suit, or proceeding; and (c) reasonably cooperate with the indemnifying party in the defense and settlement of the claim, suit, or proceeding. The indemnified party may participate in the defense at its own expense.

13.4 Sole Remedy. If the Service becomes, or in Company's opinion is likely to become, the subject of an infringement claim, Company may, at its option and expense: (a) procure for You the right to continue using the Service; (b) modify the Service to make it non-infringing; (c) replace the Service with a functionally equivalent, non-infringing service; or (d) terminate Your right to use the Service and refund any prepaid, unused Fees for the terminated portion of the Service. This Section states Company's entire liability and Your exclusive remedy for infringement claims.

14. TERMINATION AND SUSPENSION

14.1 Term. These Terms will remain in effect until terminated by You or Company as described in this Section.

14.2 Termination by You. You may terminate these Terms at any time by:

- (a) Canceling Your subscription through Your Account settings or by contacting support@LobbyIQ.com; and
- (b) Discontinuing Your use of the Service.

14.3 Effect of Your Termination. If You terminate these Terms:

- (a) Your right to use the Service will end immediately;
- (b) You will not receive a refund for any prepaid Fees, unless otherwise specified in these Terms;
- (c) You will remain liable for any accrued but unpaid Fees; and
- (d) Sections of these Terms that by their nature should survive termination will survive termination.

14.4 Termination by Company. Company may terminate these Terms and Your right to use the Service:

- (a) Immediately for cause if:
- (b) You breach any material provision of these Terms and fail to cure such breach within thirty (30) days after receiving written notice of the breach (if the breach is curable);
- (ii) You breach any provision of Section 5 (Acceptable Use Policy);

- (iii) You fail to pay any Fees when due and fail to cure such failure within fifteen (15) days after receiving written notice of the failure;
 - (iv) You become the subject of a bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors, or similar proceeding;
 - (v) You cease to do business in the ordinary course; or
 - (vi) You use the Service in a way that creates legal liability for Company or disrupts others' use of the Service.
- (b) Without cause by providing at least thirty (30) days' prior written notice to You.

14.5 Effect of Termination by Company.

- (a) If Company terminates these Terms for cause:
 - (b) Your right to use the Service will end immediately;
 - (ii) You will not receive a refund for any prepaid Fees;
 - (iii) You will remain liable for any accrued but unpaid Fees; and
 - (iv) Sections of these Terms that by their nature should survive termination will survive termination.
- (b) If Company terminates these Terms without cause:
 - (c) Your right to use the Service will end on the date specified in Company's notice;
 - (ii) Company will provide a pro-rata refund of any prepaid, unused Fees covering the period from the effective termination date through the end of Your paid term;
 - (iii) Company will provide a reasonable opportunity (not less than thirty (30) days) to export Your data and reports before permanent deletion; and
 - (iv) Sections of these Terms that by their nature should survive termination will survive termination.

14.6 Suspension. Company may suspend Your access to the Service, in whole or in part, immediately and without prior notice:

- (a) If Company reasonably believes that Your use of the Service poses a security risk to the Service or any third party;
- (b) If Your use of the Service may adversely impact the Service, systems, or data of Company or any third party;
- (c) If You are in breach of these Terms;
- (d) If Your use of the Service may subject Company or any third party to liability;

- (e) If You fail to pay any Fees when due; or
- (f) If suspension is required by law or governmental request.

14.7 Effect of Suspension. During any suspension period:

- (a) You may not have access to Your Account or any data or content stored in Your Account;
- (b) You will continue to be charged for any subscription Fees during the suspension period; and
- (c) Company will not be liable for any damage, liability, or loss resulting from the suspension of Your access to the Service.

14.8 Reinstatement. Company may reinstate Your access to the Service after the reason for suspension has been resolved to Company's satisfaction. Company is under no obligation to reinstate Your access if Your breach of these Terms is material or repeated.

15. DATA RETENTION AND DELETION

15.1 Data Export. You may export Your data from the Service at any time during the Subscription Term using the export tools provided by the Service. If such tools are not available, You may request a copy of Your data by contacting support@LobbyIQ.com.

15.2 Data Retention After Termination. Upon termination or expiration of Your subscription:

- (a) Company will retain Your data for a period of thirty (30) days (the "Export Period");
- (b) During the Export Period, You may export Your data from the Service using the export tools provided by the Service or by contacting support@LobbyIQ.com; and
- (c) At the end of the Export Period, Company may delete Your data from its active systems without notice.

15.3 Backup Retention. Company may retain copies of Your data in its backup systems for up to ninety (90) days after deletion from its active systems. During this period, Company will not access, use, or disclose Your data except as required by law or to comply with a valid legal process.

15.4 Data Deletion Requests. You may request deletion of Your data at any time by contacting support@LobbyIQ.com. Company will process such requests in accordance with applicable law and its Privacy Policy.

15.5 Irretrievable Data. You acknowledge that once Your data is deleted, it may not be recoverable. Company is not responsible for any loss or damage resulting from the deletion of Your data in accordance with these Terms.

15.6 Survival of AI Output Content. If You have downloaded or exported AI Output Content prior to termination, You may continue to use such content in accordance with these Terms, provided that Your use does not violate any provision of these Terms that survives termination.

15.7 Aggregated and Anonymized Data. Notwithstanding anything to the contrary in these Terms, Company may retain and use aggregated and anonymized data derived from Your use of the Service for improving the Service, developing new products and features, and other business purposes, provided that such data cannot reasonably be used to identify You or any individual.

16. DISPUTE RESOLUTION AND ARBITRATION

16.1 Agreement to Arbitrate. You and Company agree that any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, or to the use of the Service (collectively, “Disputes”) will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

16.2 Arbitration Procedures. The arbitration will be conducted by a qualified arbitrator in accordance with applicable arbitration procedures and rules of professional conduct. The arbitration will be conducted in Boise, Idaho, unless You and Company agree otherwise. The arbitrator will have exclusive authority to resolve all Disputes, including the scope, enforceability, and arbitrability of these arbitration provisions.

16.3 Arbitration Costs. Payment of all filing, administration, and arbitrator fees will be governed by the AAA’s rules. Company will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Company will not seek attorneys’ fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

16.4 Class Action Waiver. YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both You and Company agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.

16.5 Opt-Out Right. You have the right to opt out of the provisions of this Section by sending written notice of Your decision to opt out to support@LobbyIQ.com within thirty (30) days after first becoming subject to this Section. If You opt out of this Section, all Disputes will be resolved in the courts in accordance with Section 17 (Governing Law and Jurisdiction).

16.6 Jury Trial Waiver. IF FOR ANY REASON A DISPUTE PROCEEDS IN COURT RATHER THAN IN ARBITRATION, YOU AND COMPANY AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND COMPANY UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

16.7 Survival. This Section will survive the termination of these Terms.

17. GOVERNING LAW AND JURISDICTION

17.1 Governing Law. These Terms and any Dispute will be governed by and construed in accordance with the laws of the State of Idaho, without regard to its conflict of laws principles.

17.2 Jurisdiction. Subject to Section 16 (Dispute Resolution and Arbitration), You and Company agree that any Dispute that is not subject to arbitration or cannot be arbitrated for any reason will be subject to the exclusive jurisdiction of the state and federal courts located in Boise, Idaho. You and Company consent to the personal jurisdiction of these courts and waive any objection that such courts are an inconvenient forum.

17.3 Injunctive Relief. Notwithstanding the foregoing, Company may seek injunctive or other equitable relief to protect its intellectual property rights or to prevent irreparable harm in any court of competent jurisdiction.

17.4 Time Limitation. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

17.5 Survival. This Section will survive the termination of these Terms.

18. MODIFICATIONS AND UPDATES

18.1 Modifications to the Service. Company reserves the right to modify, suspend, or discontinue the Service (or any part thereof) at any time, with or without notice. Company will not be liable to You or to any third party for any modification, suspension, or discontinuance of the Service.

18.2 Material Changes to the Service. If Company makes material changes to the Service that significantly reduce its functionality, Company will provide You with reasonable advance notice. If You do not agree to such changes, You may terminate Your subscription and receive a pro-rata refund of any prepaid, unused Fees.

18.3 Modifications to These Terms. Company reserves the right to modify these Terms at any time. Company will provide notice of material changes to these Terms by posting the revised Terms on the Company's website and/or by sending an email to the email address associated with Your Account. The revised Terms will become effective thirty (30) days after such notice. If You do not agree to the revised Terms, You must stop using the Service before the revised Terms become effective. Your continued use of the Service after the revised Terms become effective constitutes Your acceptance of the revised Terms.

18.4 Price Changes. Company may change the Fees for the Service from time to time. Any price changes will apply to the next billing cycle after Company provides at least thirty (30) days' advance notice of such changes. If You do not agree to a price change, You must cancel Your subscription before the next billing cycle. Continued use of the Service after a price change takes effect constitutes Your acceptance of such change.

18.5 Updates to Contact Information. You are responsible for keeping Your contact information current. Company may provide notices to You by email to the address associated

with Your Account, by posting a notice on the Service, or by other reasonable means. If Your contact information is outdated, You may miss important notices.

19. GENERAL PROVISIONS

19.1 Entire Agreement. These Terms, together with any Order Forms and other documents incorporated herein by reference, constitute the entire agreement between You and Company regarding the Service and supersede all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning the subject matter of these Terms.

19.2 No Waiver. No failure or delay by either party in exercising any right under these Terms will constitute a waiver of that right. No waiver under these Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

19.3 Severability. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms will remain in effect.

19.4 Assignment. You may not assign or transfer these Terms, by operation of law or otherwise, without Company's prior written consent. Any attempt by You to assign or transfer these Terms without such consent will be null and void. Company may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

19.5 Relationship of the Parties. Nothing in these Terms will be construed to create a partnership, joint venture, agency, or employment relationship between the parties. Neither party has the authority to bind the other or to incur obligations on the other's behalf.

19.6 Force Majeure. Neither party will be liable for any failure or delay in performance under these Terms (except for payment obligations) due to causes beyond its reasonable control, including but not limited to acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, internet service provider failures or delays, or denial of service attacks.

19.7 Notices. All notices under these Terms must be in writing and will be deemed to have been duly given: (a) when delivered by hand; (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Notices to Company must be sent to:

Willard AI LLC

Attn: Legal Department

802 W Bannock St, Ste 406A

Boise, ID 83702

Email: support@LobbyIQ.com

Notices to You will be sent to the email address or physical address associated with Your Account.

19.8 No Third-Party Beneficiaries. These Terms do not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

19.9 Headings. The headings in these Terms are for convenience only and have no legal or contractual effect.

19.10 Survival. The following Sections will survive the termination or expiration of these Terms: 1 (Definitions and Interpretation), 6 (Intellectual Property Rights), 7 (Data Privacy and Security), 8 (AI Output Disclaimers and Limitations), 11 (Confidentiality), 12 (Limitation of Liability), 13 (Indemnification), 15 (Data Retention and Deletion), 16 (Dispute Resolution and Arbitration), 17 (Governing Law and Jurisdiction), and 19 (General Provisions).

19.11 Construction. The word “including” means “including without limitation.” The parties intend that these Terms will be construed fairly according to their terms and without any strict construction in favor of or against either party.

19.12 Electronic Signature. Your use of the Service, creation of an Account, or electronic acceptance of these Terms constitutes Your electronic signature and Your consent to enter into these Terms electronically.

19.13 Contact Information. If You have any questions about these Terms, please contact us at support@LobbyIQ.com.

BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM.

Last Updated: November 1, 2025