

## **TERMS OF SERVICE**

### **1. Introduction**

These Terms of Service ("Terms") govern your access to and use of NovoZil LLC ("NovoZil," "We," "Us," "Our") services, including our website and related features (collectively, the "Services"). By using the Services, you ("You," "User") agree to comply with and be bound by these Terms. If You do not agree to these Terms, You must not use the Services.

### **2. Eligibility**

These Terms establish a legally binding agreement between You and NovoZil. If You are using the Services on behalf of an organization, You represent and warrant that You have the authority to bind that organization to these Terms.

### **3. Services**

NovoZil provides an online service that delivers instant alerts via email or text messages (SMS) or other means, based on events triggered by devices. The service is subscription-based, and Users must register an account and provide the required payment information to access the Services.

### **4. Account Registration and Security**

To use our Services, You must create an account and provide accurate, current, and complete information. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. NovoZil is not liable for any loss or damage arising from unauthorized access to your account due to Your failure to maintain security.

### **5. Subscription and Payment**

Our Services are offered on a subscription basis, with recurring monthly payments processed through Stripe, our third-party payment processor (the "Payment Processor"). By subscribing, You agree that payments will be automatically charged to Your provided payment method.

NovoZil does not store credit card information. All payment transactions are securely processed and encrypted by the Payment Processor. Invoices are issued electronically, and You agree to this invoicing method.

### **6. Cancellation and Refunds**

You may cancel your subscription at any time through your account settings. However, subscription fees are non-refundable, and cancellations take effect at the end of the current billing cycle. We do not provide prorated refunds or credits for partial use of the Services.

## **7. Use of Services**

You agree to use the Services in compliance with all applicable laws and regulations. You may not:

- a. Use the Services for any unlawful or fraudulent purpose.
- b. Interfere with or disrupt the functionality of the Services.
- c. Attempt to gain unauthorized access to our systems or networks.
- d. Transmit harmful code, including viruses, malware, or any other disruptive elements.

NovoZil reserves the right to suspend or terminate access to the Services if You violate these Terms.

## **8. Data Privacy and Security**

We are committed to protecting Your personal information. Our Privacy Policy outlines how We collect, use, and disclose Your data. By using the Services, You consent to the data practices described in our Privacy Policy.

We implement industry-standard security measures, including data encryption, access controls, and regular security assessments, to protect Your information. However, You acknowledge that no security measure is 100% bulletproof, and We cannot guarantee absolute security.

## **9. Data Retention**

We retain Your personal information only for as long as necessary to fulfill our obligations, including providing the Services, complying with legal requirements, and resolving disputes. Upon account termination, We will securely delete or anonymize Your data per our Privacy Policy.

## **10. Limitation of Liability**

To the fullest extent permitted by law, NovoZil and its affiliates shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from Your use of the Services. This includes, but is not limited to, loss of data, business interruption, or unauthorized access to Your account.

## **11. Indemnification**

You agree to indemnify, defend, and hold harmless NovoZil, its affiliates, and its employees from and against any claims, liabilities, damages, losses, or expenses (including reasonable legal fees) arising from Your use of the Services, violation of these Terms, or infringement of any rights of a third party.

## **12. Modifications to the Services and Terms**

We reserve the right to modify, suspend, or discontinue any aspect of the Services at any time. We may also update these Terms periodically. If We make significant changes, We will notify You through Our website or via email. Your continued use of the Services after such changes constitutes acceptance of the updated Terms.

## **13. Governing Law**

These Terms shall be governed by and construed by the laws of the State of Delaware, without regard to its conflict of law principles. Any disputes arising from these Terms shall be resolved exclusively in the courts located in Delaware.

## **14. Contact Information**

If You have any questions or concerns about these Terms, please contact Us via Our website. We are committed to addressing Your inquiries and ensuring Your experience with NovoZil is satisfactory.

By using Our Services, You acknowledge that You have read, understood, and agreed to these Terms of Service.