Terms and Conditions of Xecute

Last Updated: November 05, 2025

Welcome to Xecute. These Terms and Conditions ("Terms") govern your access to and use of the Xecute software-as-a-service platform and any related services (collectively, the "Service"). By creating an account, or by accessing or using the Service, you ("you" or "Customer") agree to be bound by these Terms.

If you are using the Service on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms.

1. The Service

Xecute offers an innovative software solution integrating AI-driven command execution within Customer Relationship Management (CRM) systems (the "Service"). Our Service is designed to enhance efficiency, streamline workflows, and provide intuitive AI interactions for CRM processes.

2. Eligibility and User Accounts

2.1. Eligibility. To use the Service, you must be at least 18 years of age and have the legal capacity to enter into a binding contract. By agreeing to these Terms, you represent and warrant that you meet these requirements.

2.2. Account Registration. You must provide accurate, current, and complete information during the registration process and keep your account information updated.

2.3. Account Responsibility. You are responsible for safeguarding your account password and for all activities that occur under your account. You agree to notify Xecute immediately of any unauthorized account use or security breach. Xecute is not liable for any loss or damage arising from your failure to protect your account.

3. Authorization and Customer Data

3.1. CRM Access. To use the Service, you must authorize Xecute to access your CRM system(s) and any data, content, or information therein (collectively, "Customer Data") via the necessary API or other integration methods. You grant Xecute a limited, non-exclusive, royalty-free license to access, use, process, review, and transmit your Customer Data solely for the purposes of providing the Service, troubleshooting issues, ensuring system reliability, and improving the Service's performance and accuracy. Any review of data is restricted to authorized personnel and is never used to train third-party or proprietary AI models.

3.2. Customer Warranties. You represent and warrant that: (a) You have all necessary rights, consents, and permissions to provide, and grant the rights to, all Customer Data (including any personal information) to Xecute for processing as described in these Terms; (b) Your use of the Service and your Customer Data do not and will not violate any third-party rights (including intellectual property or privacy rights) or any applicable laws or

regulations; and (c) Your use of the Service complies with the terms of service of your CRM provider.

4. Data Privacy and Security

4.1. Data Processing. Xecute is committed to data privacy and security. Our Service involves the processing of Customer Data to execute commands and maintain functionality. You acknowledge and consent to this processing.

4.2. Data Handling Policy. (a) **Temporary Caching:** To optimize performance and ensure service continuity during downtime, Xecute may temporarily cache Customer Data in an encrypted state for a period not to exceed thirty (30) days. This data is securely managed, and processing resumes from the point of interruption once service is restored. (b) **No AI Training:** Xecute is strictly prohibited from using any Customer Data for any AI model training, model development, or any analytical purpose not directly related to providing the Service to you. (c) **Security Measures:** We implement and maintain appropriate technical and organizational security measures to protect Customer Data against unauthorized access, loss, or disclosure. This includes processing data on secure AWS servers and ensuring that Customer Data is not accessible by Xecute personnel or third parties, except for authorized personnel who may access limited portions of Customer Data solely to provide, maintain, support, troubleshoot, or improve the Service, or as required by law. Access to such data is role-restricted, logged, and monitored.

4.3. Data Protection Laws. Both parties agree to comply with all applicable data protection laws and regulations (e.g., GDPR, CCPA). For the purposes of such laws, you are the "data controller" and Xecute is the "data processor" of any personal data contained within your Customer Data.

5. Fees, Payment, and Subscription

5.1. Subscription Fees. Access to the Service may require the payment of subscription fees ("Fees"). All Fees are set forth on our website or in a separate order form. Fees are payable in U.S. Dollars and are non-refundable, except as required by law.

5.2. Payment and Auto-Renewal. You must provide a valid payment method. You authorize Xecute to charge your payment method for your chosen subscription (e.g., monthly, annually). **Your subscription will automatically renew for successive terms of the same duration unless you cancel your subscription through your account settings or by contacting us prior to the end of the then-current term.**

5.3. Late Payments. Overdue Fees may be subject to a finance charge of 1.5% per month on the unpaid balance, or the maximum rate permitted by law, whichever is lower. Xecute may suspend or terminate your access to the Service for non-payment.

5.4. Taxes. All Fees are exclusive of taxes. You are responsible for paying all applicable sales, use, and other taxes, excluding taxes based on Xecute's net income.

6. Acceptable Use Policy

You agree not to use the Service for any unlawful or prohibited activity. You will not, and will not permit any third party to: (a) Engage in any fraudulent, harassing, or illegal activity; (b) Infringe upon any intellectual property rights of Xecute or any third party; (c) Transmit any malware, viruses, or other harmful code; (d) Attempt to reverse-engineer, decompile, disassemble, or otherwise access the source code of the Service; (e) Use the Service or its outputs to create, train, or improve a competing AI model or service; (f) Engage in any activity that constitutes system abuse, such as sending excessive or automated requests intended to disrupt, overburden, or compromise the integrity of the Service; or (g) Violate any applicable laws or regulations.

Xecute reserves the right to investigate any suspected violation of this policy.

7. Intellectual Property

7.1. Xecute IP. Xecute and its licensors retain all right, title, and interest in and to the Service, including all related software, technology, and intellectual property. These Terms do not grant you any ownership rights in the Service.

7.2. Feedback. If you provide Xecute with any feedback, suggestions, or ideas regarding the Service ("Feedback"), you hereby grant Xecute a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, modify, and incorporate such Feedback into its Service without any compensation or attribution to you.

8. Third-Party Dependencies

The Service's performance may depend on third-party services, such as your CRM provider or AI models (e.g., OpenAI's ChatGPT). Xecute is not responsible for any disruptions, inaccuracies, or failures caused by these third-party services.

9. Warranty Disclaimer

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

XECUTE DOES NOT WARRANT THAT: (A) THE SERVICE WILL BE SECURE, ERROR-FREE, OR UNINTERRUPTED; (B) THE SERVICE WILL MEET YOUR REQUIREMENTS; (C) THE SERVICE WILL BE ACCURATE, COMPLETE, OR RELIABLE; OR (D) ANY OUTPUT, DATA, OR COMMANDS GENERATED BY THE SERVICE (INCLUDING AI-DRIVEN OUTPUTS) WILL BE ACCURATE OR SUITABLE FOR YOUR PURPOSES.

YOU ARE SOLELY RESPONSIBLE FOR ALL DECISIONS AND ACTIONS TAKEN BASED ON THE SERVICE'S OUTPUT. XECUTE IS NOT RESPONSIBLE FOR ANY LOST PROFITS, LOST REVENUE, LOST JOBS, BUSINESS INTERRUPTION, OR DATA LOSS RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICE. THIS INCLUDES, WITHOUT LIMITATION, ANY CLAIM THAT A COMMAND, WORK ORDER, OR

OTHER COMMUNICATION FAILED TO BE EXECUTED, PROCESSED, OR TRANSMITTED BY THE SERVICE.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL XECUTE, ITS AFFILIATES, OFFICERS, OR EMPLOYEES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICE.

IN NO EVENT SHALL XECUTE'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY YOU TO XECUTE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Indemnification

You agree to defend, indemnify, and hold harmless Xecute and its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from: (a) your use of the Service; (b) your breach of these Terms; (c) your violation of any law or the rights of any third party; or (d) your Customer Data, including any claim that your Customer Data infringes or misappropriates the intellectual property or privacy rights of a third party.

12. Term and Termination

12.1. Term. These Terms commence on the date you first use the Service and continue as long as you have an account or continue to use the Service.

12.2. Termination by You. You may cancel your account and terminate these Terms at any time via your account settings or by contacting us. Termination does not entitle you to a refund of any prepaid Fees.

12.3. Termination by Xecute. Xecute reserves the right to suspend or terminate your account and access to the Service, in its sole discretion, at any time and without notice, for any reason, including for (a) a violation of these Terms, (b) system abuse, or (c) non-payment of Fees.

12.4. Effect of Termination. Upon termination, your right to use the Service will immediately cease. Sections 3.2, 7, 9, 10, 11, 13, 14, and 15 shall survive termination.

13. Modification of Terms

Xecute reserves the right to modify these Terms at any time. We will post the revised Terms on our website and update the "Last Updated" date. Your continued use of the Service after such changes constitutes your acceptance of the new Terms.

14. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflict of law principles. Any legal suit, action, or proceeding arising out of or related to these Terms or the Service shall be instituted exclusively in the federal or state courts located in Clark County, Nevada. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

15. Dispute Resolution and Arbitration

15.1. Negotiation. In the event of a dispute, the parties agree to first attempt to resolve it by good-faith negotiation.

15.2. Binding Arbitration. If a dispute cannot be resolved through negotiation, it shall be resolved by final and binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The arbitration shall take place in Las Vegas, Nevada. The arbitrator's decision shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

16. General Provisions

16.1. Entire Agreement. These Terms constitute the entire agreement between you and Xecute regarding the Service and supersede all prior agreements.

16.2. Severability. If any provision of these Terms is held to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

16.3. Waiver. The failure of Xecute to enforce any right or provision will not be deemed a waiver of such right or provision.

16.4. Contact Information. For any questions regarding these Terms, please contact us at support@xecutetech.com.

By using Xecute, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.