

User Agreement & Terms of Service

ZYGENAI USER AGREEMENT

Effective Date: April 14, 2026 | **Last Updated:** April 14, 2026

This User Agreement ("**Agreement**") is a legally binding contract entered into by and between you ("**User**," "**you**," or "**your**") and ZygenAI ("**ZygenAI**," "**Company**," "**we**," "**us**," or "**our**"). This Agreement governs your access to and use of the ZygenAI platform, including all related websites, applications, APIs, and AI-driven communication services (collectively, the "**Service**").

PLEASE READ THIS AGREEMENT CAREFULLY. BY CLICKING "GET STARTED," CREATING AN ACCOUNT, OR ACCESSING THE SERVICE, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE AND HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (C) AGREE TO BE BOUND BY THE TERMS SET FORTH HEREIN, INCLUDING OUR PRIVACY POLICY.

NOTICE OF ARBITRATION: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER IN SECTION 15 THAT AFFECTS YOUR LEGAL RIGHTS.

1. DEFINITIONS & INTERPRETATION

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below:

- "**Service**" means the ZygenAI proprietary AI-powered customer engagement and automation platform, including any related software, dashboards, and integrations.
- "**Marketplace**" means any third-party e-commerce platform (e.g., eBay, Shopify, Amazon) with which you connect the Service.

- **"AI-Generated Content"** means any message, response, or communication drafted or sent by the Service's artificial intelligence on your behalf.
- **"Effective Date"** means the date you first create an account or otherwise use the Service.

2. ELIGIBILITY & AUTHORITY

To be eligible to use the Service, you must meet the following criteria:

- You are at least eighteen (18) years of age;
- You possess the full legal capacity to enter into a binding contract in your jurisdiction of residence;
- You are a registered, active seller in good standing on at least one supported Marketplace;
- You are not prohibited from using the Service under applicable laws or regulations.

If you are using the Service on behalf of a legal entity (e.g., a corporation, LLC, or partnership), you represent and warrant that you are an authorized representative of that entity with the power to bind such entity to these terms. ZygenAI reserves the right to refuse service, terminate accounts, or cancel subscriptions at its sole discretion if eligibility requirements are not met.

3. ACCOUNT REGISTRATION & SECURITY

You are required to provide accurate, current, and complete information during the registration process and to promptly update such information as necessary. You are solely responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. You agree to:

- Not share your password or account credentials with any third party;
- Notify ZygenAI immediately at **support@zygenai.com** of any unauthorized use of your account or any other breach of security;
- Not create more than one account per individual or entity without prior written consent from ZygenAI.

ZygenAI shall not be liable for any loss or damage arising from your failure to comply with these security obligations.

4. SERVICE DESCRIPTION & LIMITATIONS

ZygenAI provides an automation platform that utilizes artificial intelligence to assist with customer communications on connected Marketplaces. Features include automated reply drafting based on real-time order data, smart escalation of complex inquiries, and analytics reporting.

4.1 AI Disclaimer

You acknowledge that artificial intelligence technology is probabilistic and not deterministic. While the Service is designed to ground responses in verified transactional data to minimize inaccuracies, **ZygenAI does not guarantee that AI-Generated Content will be error-free, complete, or fully compliant with specific Marketplace policies or local consumer protection laws.**

4.2 Human Oversight Required

You agree to maintain reasonable oversight of the Service. You are solely responsible for monitoring escalated conversations and for the final business decision to send any communication to your customers. ZygenAI is a tool to assist your workflow, not a replacement for your professional judgment as a seller.

4.3 Platform Availability

The following platforms are currently supported or in development:

- **eBay:** Live. Full AI auto-reply functionality available.
- **Shopify, Amazon, Etsy, Walmart:** In development. Features and availability are subject to change. Subscription fees do not apply to platforms not yet live.

5. MARKETPLACE INTEGRATIONS & THIRD-PARTY COMPLIANCE

When you connect a Marketplace account via OAuth or API:

- **5.1 Authorization:** You grant ZygenAI a limited, revocable, non-exclusive license to access your Marketplace account solely for the purpose of reading messages, retrieving order data, and posting replies on your behalf.
- **5.2 Third-Party Terms:** You remain subject to and must comply with all applicable terms of service, seller policies, and API usage guidelines of the respective Marketplace. **ZygenAI is an independent service provider and is NOT affiliated with, endorsed by, or partnered with eBay Inc., Shopify Inc., Amazon.com Inc., Etsy Inc., or Walmart Inc.**

- **5.3 Availability:** ZygenAI is not responsible for interruptions of Service caused by Marketplace API modifications, outages, or access restrictions implemented by third-party platforms.

6. SUBSCRIPTIONS, BILLING, AND CANCELLATION

6.1 Fees & Payment Processing

Subscription fees are based on your selected plan and are payable in advance via the third-party payment processor Stripe, Inc. ZygenAI does not store your full payment card details. By providing payment information, you authorize ZygenAI to charge your payment method on a recurring basis in accordance with your chosen plan.

6.2 Automatic Renewal

SUBSCRIPTIONS AUTOMATICALLY RENEW AT THE END OF EACH BILLING CYCLE (MONTHLY OR ANNUALLY) UNLESS CANCELED PRIOR TO THE RENEWAL DATE. YOU AUTHORIZE ZYGENAI TO CHARGE THE APPLICABLE RECURRING FEE TO YOUR DESIGNATED PAYMENT METHOD.

6.3 Cancellation Policy

You may cancel your subscription at any time via the Account Dashboard. Cancellation will take effect at the conclusion of your then-current billing period. **NO REFUNDS OR CREDITS WILL BE ISSUED FOR PARTIAL MONTHS OF SERVICE, UNLESS REQUIRED BY APPLICABLE CONSUMER PROTECTION LAW.**

6.4 Failed Payments & Fee Modifications

If a payment fails, ZygenAI may retry the charge or suspend access until payment is received. ZygenAI reserves the right to modify subscription fees upon reasonable prior notice. Continued use of the Service after the effective date of a fee change constitutes acceptance of the new fee.

7. ACCEPTABLE USE POLICY (AUP)

You shall not use the Service to:

- Transmit any communication that is fraudulent, deceptive, defamatory, or that violates applicable law or Marketplace policies;
- Engage in spam, phishing, or harassment of buyers;
- Interfere with or disrupt the integrity or performance of the Service or the data contained therein;

- Reverse engineer, decompile, or attempt to extract the source code or underlying AI models of the Service;
- Resell, sublicense, or make the Service available to any third party on a time-sharing or service bureau basis.

Violation of this AUP constitutes a material breach of this Agreement and may result in immediate suspension or termination of your account without prior notice.

8. INTELLECTUAL PROPERTY RIGHTS

- **8.1 ZygenAI Property:** ZygenAI retains all right, title, and interest in and to the Service, including all software, algorithms, user interface designs, and proprietary methodologies (collectively, "**ZygenAI IP**"). This Agreement grants you a non-exclusive, non-transferable, revocable license to access and use the Service for its intended purpose during the subscription term.
- **8.2 Your Content:** As between you and ZygenAI, you retain ownership of the content you input into the Service and the data you receive from your Marketplace ("**User Data**"). You grant ZygenAI a worldwide, royalty-free license to use, host, and process User Data solely as necessary to provide the Service to you and to improve the Service's AI capabilities on an aggregated, anonymized basis as outlined in our Privacy Policy.

9. CONFIDENTIALITY & DATA PROCESSING

Each party agrees to maintain the confidentiality of non-public information received from the other party. ZygenAI will process all User Data in accordance with its Privacy Policy and applicable data protection laws. You warrant that you have obtained all necessary consents and authorizations to transfer User Data to ZygenAI for processing in accordance with this Agreement.

10. DISCLAIMERS OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. ZYGENAI EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

ZYGENAI DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT AI-GENERATED CONTENT WILL BE ACCURATE OR APPROPRIATE FOR YOUR SPECIFIC BUSINESS NEEDS.

11. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

(A) IN NO EVENT SHALL ZYGENAI, ITS AFFILIATES, OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR REPUTATIONAL HARM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY.

(B) ZYGENAI'S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF: (I) THE TOTAL FEES PAID BY YOU TO ZYGENAI IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR (II) ONE HUNDRED U.S. DOLLARS (\$100.00).

12. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless ZygenAI, its officers, directors, employees, and agents from and against any and all third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from: (a) your violation of this Agreement; (b) your violation of any Marketplace terms of service; (c) any claim by a customer related to a communication sent by the Service on your behalf; or (d) your gross negligence or willful misconduct.

13. TERM AND TERMINATION

This Agreement commences on the Effective Date and continues until terminated. Either party may terminate this Agreement at any time with or without cause. ZygenAI may terminate or suspend your access immediately if you breach any provision of this Agreement or if ZygenAI reasonably suspects fraudulent or harmful activity. Upon termination, your right to access the Service ceases immediately, and all OAuth tokens and Marketplace connections will be revoked. Provisions regarding Intellectual

Property, Limitation of Liability, Indemnification, and Dispute Resolution shall survive termination.

14. MODIFICATIONS TO AGREEMENT

ZygenAI reserves the right to modify this Agreement from time to time. In the event of a material change, ZygenAI will provide notice via email to the address associated with your account or via an in-dashboard notification at least fourteen (14) days prior to the change taking effect. Your continued use of the Service after the effective date of the revised Agreement constitutes your binding acceptance of the modified terms.

15. DISPUTE RESOLUTION & ARBITRATION

- **15.1 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of laws principles.
- **15.2 Informal Resolution:** Prior to initiating any formal legal proceeding, you agree to contact ZygenAI at support@zygenai.com and attempt to resolve the dispute informally for a period of thirty (30) days.
- **15.3 Binding Arbitration:** Any dispute arising out of or relating to this Agreement shall be determined by binding arbitration in Wilmington, Delaware before a single arbitrator. **THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY.** You and ZygenAI further agree to waive any right to participate as a plaintiff or class member in any purported class action or representative proceeding.

16. GENERAL PROVISIONS

- **16.1 Entire Agreement:** This Agreement, along with the Privacy Policy, constitutes the entire agreement between the parties regarding the Service and supersedes all prior agreements and understandings.
- **16.2 Severability:** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
- **16.3 No Waiver:** The failure of ZygenAI to enforce any right or provision of this Agreement shall not be deemed a waiver of such right or provision.

- **16.4 Force Majeure:** ZygenAI shall not be liable for any failure or delay in performance resulting from causes beyond its reasonable control.

17. CONTACT INFORMATION

For legal notices or questions regarding this Agreement, please contact:

ZygenAI Legal Department

Email: support@zygenai.com

Website: www.zygenai.com

Response Time: Within 30 business days