

Vizbl Visualization Services Terms

Version 2026-10-02.2

1 Contract and priority

These Visualization Services Terms govern the business services selected in an Order Form between Vizbl Systems, Inc., a Delaware corporation (Vizbl), and the named business customer (Customer). The agreement comprises the signed Order Form, any identified Commercial Schedule, these Terms, the selected sections of the Product Schedules and the Data Processing Addendum (DPA) where applicable. The accepted version of each online document is the version identified in the Order Form. The agreement takes effect when both parties sign; service and billing commencement follow the completed Order Form.

For conflicting subject matter, mandatory data-transfer clauses control first, the DPA controls personal-data processing, express agreed variations in the Order Form or Commercial Schedule control commercial selections and identified legal variations, selected Product Schedules control product-specific scope, and these Terms control remaining matters. A commercial field does not silently override privacy safeguards. Separate signed amendments must expressly identify their scope. General website MSA, developer, SOW and SLA terms are not incorporated into this package.

An existing signed agreement governing the same services must be reconciled through an express amendment signed by both parties before this package is used for those services. This package does not retroactively change any existing order. Vizbl's Privacy Policy explains its independent processing and does not expand permissions granted by this agreement. Posting a new version online does not amend an accepted version.

2 Commercial selections and service scope

The completed Order Form or identified Commercial Schedule specifies the products, plan descriptions, supported categories and sites, catalog or usage quantities and counting units, included work, recurring and one-time fees, currency, billing frequency, payment method and due dates, initial term, billing start trigger, renewal choice, any renewal period and non-renewal notice, preparation estimate if relevant, and any authorized excess-usage price and spending cap. Separate product combinations may have separate line items. Only selected products and expressly included services are purchased.

Before signature, the parties must complete applicable commercial fields and mark inapplicable fields "Not applicable," zero-fee items "0," and an agreed unlimited allowance "Unlimited." An empty field does not authorize a fee, unlimited use, automatic renewal, minimum commitment or unspecified professional work. If an essential field is inadvertently missing, the affected charge or service must await written agreement; unaffected expressly agreed obligations remain enforceable.

Vizbl supplies the selected standard product capabilities. Bespoke development, implementation, catalog preparation, integrations, managed updates, training, numeric uptime commitments and support deadlines are included only if expressly described. When no installation service is selected, Customer installs the supplied standard widget or integration with Vizbl's documented instructions and reasonable email assistance. Customer is responsible for its website and third-party permissions. Vizbl remains responsible for its own contractual duties and chosen processing vendors.

Customer must not resell platform access, bypass security, misuse credentials, upload unlawful content or use the service for prohibited surveillance or deceptive impersonation. Automated bulk traffic is allowed only if expressly included. Vizbl may proportionately restrict demonstrably abusive traffic; it may not reinterpret an agreed unlimited ordinary-shopper allowance as paid usage.

3 Delivery and acceptance

For purchased catalog preparation or other deliverables, the written estimate begins after any agreed advance payment and complete usable materials. Vizbl promptly identifies missing inputs and explains material delays. Estimates extend only for actual Customer-caused delay or events outside reasonable control. If delivery remains materially incomplete 30 calendar days after the adjusted estimate, Customer may give a final 10-business-day completion notice. If Vizbl does not complete, Customer may cancel the undelivered affected work and dependent unstarted services without future affected charges, with a refund of fees allocable to undelivered work within 30 days. If no substantially usable deliverable was provided, the affected preparation fee is refunded in full.

Customer has 10 business days after a delivery notice identifying the deliverable, access location and deadline to accept or identify material nonconformities with agreed scope and supplied accurate inputs. Silence after a properly delivered notice and deadline, or commercial publication of the deliverable, constitutes acceptance of the relevant items. Opening or downloading a preview does not. Vizbl corrects its nonconformities without extra charge and provides a new 10-business-day review period for corrections. Acceptance does not waive latent defects.

Reproducible Vizbl processing errors in compliant Customer materials are corrected without consuming a purchased catalog-update allowance. Customer-requested scope changes, new source images, stylistic revisions and inaccurate inputs may require separately approved scope, price and timing. The catalog-acceptance procedure does not determine which individual real-time visualizations or AI generations are billable; the Order Form and applicable Product Schedule govern that question.

4 Fees and usage

Fees, any prepaid credits, expiry, rollover and overage arrangements are solely those expressly agreed in the completed commercial documents. No sample tariff, fixed annual commitment, default currency, token charge or unlimited allowance is supplied by these Terms. Invoices identify the period and relevant usage. Customer pays applicable transaction taxes, excluding taxes on Vizbl's income. Unknown taxes are not represented as a fixed inclusive price.

Where usage is metered, Vizbl provides records sufficient to understand the counting unit, successful billable events, applied rate and credits. System-generated duplicate events, Vizbl retries and failed events are treated under the selected Product Schedule. Usage records may be disputed promptly in good faith; Customer pays undisputed amounts while the parties investigate. Failure to dispute within an arbitrary short period does not waive a demonstrable billing error.

Paid overages require both an agreed unit price and an express spending cap or express unlimited-spend authorization in the signed commercial documents. Otherwise the affected feature pauses at its allowance and Vizbl requests approval; unrelated paid functionality continues where practical. Vizbl notifies Customer as the allowance approaches exhaustion. Public pricing-page changes do not authorize new

fees under an accepted order.

Automatic card payments require the selected method and express authority for the agreed amounts, frequency, taxes and authorized usage. Bank debit requires the payment provider's applicable mandate. Revocation of payment authority does not discharge amounts lawfully owed; another payment method may be used. Payment credentials are collected securely by the payment provider, not in this form or email. Signing alone does not trigger recurring billing unless the Order Form expressly selects that trigger.

Unless the Order Form provides otherwise, a one-time advance payment is refundable before work begins; afterwards Vizbl may retain the amount attributable to work performed and reasonable, documented, non-cancelable commitments, returning the balance on a permitted cancellation. This does not reduce express remedies for Vizbl breach. Undisputed overdue amounts permit suspension only after written notice and at least 10 calendar days to cure. No late fee is imposed unless expressly agreed and lawful.

5 Term and termination

The initial term and any minimum commitment are those expressly selected. An automatic renewal applies only if affirmatively selected together with a renewal period and notice period. Otherwise the order ends at the stated end of its term. If automatic renewal is selected, either party may give non-renewal notice under the selected period, effective at the applicable term end. Vizbl sends any legally required reminders and makes non-renewal available by email to legal@vizbl.com without a mandatory telephone call.

Prices are fixed during the agreed initial term unless an express signed adjustment formula applies. A proposed renewal increase requires at least 60 calendar days' direct written notice. Customer may reject that increase by notice before it takes effect, notwithstanding a longer ordinary non-renewal deadline; the affected subscription then ends at the preceding term end. No increase applies mid-term or solely because a website price changed.

Either party may terminate affected services for a material breach uncured 30 calendar days after written notice. On termination for Vizbl's uncured breach, future affected fees cease and unused prepaid affected fees are refunded within 30 days. If Customer ends an expressly committed term early for convenience, remaining fixed minimum fees remain payable on the original schedule unless a different express cancellation right applies; unconsumed variable usage is not invented or accelerated, and duplicate recovery is prohibited.

Vizbl may proportionately suspend to address a genuine security threat or unlawful use, notifying Customer and allowing cure where practical. Suspension caused by Customer breach does not erase an expressly agreed fixed commitment. A party affected by events outside reasonable control must notify and mitigate. If affected service is unavailable for 30 continuous days because of such events, Customer may terminate it without future affected fees and receive unused prepaid affected fees back. Mandatory local termination and refund rights prevail.

6 Ownership and confidentiality

Customer retains its products, designs, images, trademarks and other source materials and grants Vizbl a limited right to use them to provide the selected service, support it, supply exports and perform required

retention. Vizbl retains its software, platform, tools, templates and methods. Neither party receives ownership of the other's preexisting intellectual property. Customer must have rights in supplied materials and permission for images of people.

Subject to payment for the relevant work and third-party rights, Customer may use and adapt delivered static product assets to market its own products on a perpetual, worldwide, royalty-free, non-exclusive basis. Its contractors may act on its behalf. This does not authorize resale of an asset library, copying platform functionality or using a person's image beyond that person's valid permission. No exclusive copyright or uniqueness is promised for AI-generated outputs. Interactive platform access ends with the applicable subscription.

Customer may request one free export of its supplied catalog and available static product assets during service or within 30 days after termination. Vizbl provides reasonably available common formats within 10 business days and preserves exportable catalog materials through a timely request. Software, proprietary methods and reusable scenes are excluded. Shopper photos and person-specific outputs are not routine catalog exports; access and retention follow the DPA and individual rights. Public digital assets can be copied by others, but this does not excuse Vizbl's breach.

Each party protects reasonably understood confidential information with reasonable care, uses it only for this agreement and discloses it only to bound personnel, contractors or advisers needing access. It is responsible for its recipients. Exceptions are information demonstrably public without breach, lawfully already known, lawfully obtained from another source or independently developed. Legally compelled disclosure permits advance notice and cooperation where lawful. Protection lasts three years after termination, longer for qualifying trade secrets and for personal data while retained.

Vizbl may use Customer's name, logo, designs or implementation for marketing or public demos only with prior written permission. End-user photographs require their own valid permissions. Training general-purpose or third-party AI models on Customer materials, shopper images or identifiable outputs is not authorized by this agreement.

7 Warranties and third-party claims

Each party warrants its authority. Vizbl will perform the described service professionally with reasonable care and skill, maintain the DPA safeguards, and not materially reduce core paid functionality during the agreed term. Customer warrants that its supplied materials and permitted uses are lawful and authorized. Visualization is an aid, not a guarantee of dimensions, fit, color accuracy, sales results or uninterrupted operation. Except for express commitments and mandatory law, implied warranties of merchantability and fitness are disclaimed.

Vizbl remedies material failures reported with reasonable detail; Section 5 provides termination and refund for uncured breach. Customer will defend and indemnify Vizbl against third-party claims to the extent caused by infringing Customer-supplied materials or Customer's unlawful use. This excludes Vizbl's unauthorized use, claim-causing modifications and own breach. Vizbl will defend and indemnify Customer against third-party claims that its proprietary platform, used as authorized, infringes a US patent, copyright or trademark, excluding claims caused by Customer materials, unauthorized modifications or combinations not supplied or required by Vizbl.

If a covered infringement prevents use, Vizbl may secure rights, provide a materially equivalent

non-infringing replacement, or terminate the affected service and refund unused prepaid affected fees without future affected charges. The protected party gives prompt notice, reasonable defense control and cooperation at the defending party's expense. Delay reduces protection only to the extent prejudicial. Settlement admitting fault, imposing obligations on or failing to release the protected party requires its reasonable consent. Covered liability includes final judgments, approved settlements and reasonable defense costs.

8 Liability and general provisions

To the extent lawful, neither party owes indirect, consequential, exemplary or punitive damages or lost profits or revenue. Each party's aggregate ordinary liability is capped at fees paid or payable under the affected order for the 12 months preceding the event; during the first 12 months, the measure is fixed fees committed for that first 12-month period or shorter agreed initial term plus usage and other fees actually paid or payable by the event. No uncommitted future term or usage is assumed.

For indemnity, confidentiality and DPA claims combined, each party's aggregate cap is instead the greater of US \$5,000 or three times that fee measure, converted to US dollars at the published Federal Reserve rate on the agreement effective date or a reasonable documented market rate if unavailable. The higher cap includes ordinary-cap amounts and is not additive. Covered third-party payments and reasonable direct restoration and incident-response costs caused by breach are not excluded merely because they involve data or third-party claims. These limits do not restrict agreed payment obligations, fraud, gross negligence, willful misconduct or non-limitable liability, or statutory rights of individuals and regulators. Related claims are aggregated; no double recovery is allowed.

California law governs, excluding conflict-of-law rules. Courts of competent jurisdiction in Los Angeles County, California, have exclusive jurisdiction, subject to mandatory law. Legal notices go to Customer's notice email in the Order Form and legal@vizbl.com, effective the next business day after sending without delivery failure, unless law requires another method. Senders retain transmission evidence and use an alternative notified address or recorded courier delivery if email fails. Contacts must remain current. Business days exclude weekends and California state holidays.

This package is the entire agreement for the selected services, subject to the existing-agreement rule in Section 1. Amendments require both parties' written acceptance except expressly permitted approved work and renewal pricing. Neither party may assign without consent except to a business successor assuming obligations in writing. Electronic signatures and counterparts are permitted. Invalid provisions are narrowed or severed; non-enforcement is not waiver. Accrued payment, ownership, confidentiality, exports, data protection, claims and dispute provisions survive as needed. Mandatory renewal, cancellation and other rights remain unaffected.