

IP Styler Master Service Agreement

Last Updated July 22, 2025

This Master Service Agreement (the “**Agreement**”) is an agreement between Bitechnologies LLC, (“**IP Styler**”) with address at Georgia, Tbilisi, 0101, Vake district, Paata Datuashvili st., N23, LS N76, and you or the entity you represent (“**Client**”). This Agreement takes effect when you sign up to IP Styler or, if earlier, when you access or use the IP Styler services, as defined below (the “**Effective Date**”). If you are using the IP Styler services on behalf of an entity, you represent to us that you are lawfully able to enter into this Agreement on behalf of the Client.

1. IP Styler Responsibilities

1. IP Styler will make any of the services detailed in this Agreement or otherwise offered on the platforms (“**the Services**”) available to Client in accordance with the provisions of this Agreement. IP Styler shall have the right, but not the obligation, to monitor Client’s use of the Service for billing purposes and to verify no misuse or network abuse. IP Styler may share the Client’s relevant information with any authority in case of a complaint, investigation or a lawsuit, if IP Styler determines that it is necessary to comply with any subpoena, judicial or governmental requirement, or order.
2. Certain Services will be made available subject to IP Styler’s completion of a successful compliance review process of the Client. Such review may include a Know Your Client process, video calls with the Client and any other measures that IP Styler decides, at its sole discretion, are necessary to approve Client’s use of the Service. Client will cooperate with IP Styler and provide it with any information reasonably required as part of the compliance review process.

2. Temporary Suspension.

IP Styler in its sole discretion and at any time, may suspend Client’s right to access or use the Service immediately upon notice to Client if IP Styler, at its sole discretion, determines that:

1. Client’s use of or registration to the Service (i) poses a security risk to IP Styler or its Service or any third party, (ii) may adversely impact IP Styler or any of its clients, including by way of causing a user to be blocked from certain websites, networks or services, (iii) may subject IP Styler, its affiliates, or any third party to liability, or is in breach under

any applicable laws or regulations, (iv) may be fraudulent, or (v) may disparage or devalue IP Styler's reputation or goodwill; or

2. Client is in breach of this Agreement, including if Client is delinquent on payment obligations; or
3. Client has violated any of its representations and warranties under this Agreement or any other representation and warranties provided to IP Styler associated with Client's use of the Service.

3. Client Warranties and Representations.

The Client warrants, represents and covenants to IP Styler that:
General

1. It is aware that the Services may only be used by individuals that are at least 18 years old and at least the legal age allowed for by the applicable jurisdiction. The Client represents and warrants that, to the extent it is an individual, it is of legal age, as described above. Client further acknowledges that IP Styler may require proof of age as a condition for the provision of the Service.
2. To the extent that the use of the Service will contain any personal information, that is intended for processing by IP Styler as a "processor" (as the term is defined in the applicable privacy legislation) then the provision of the Service will also be subject to [Data Protection Addendum](#).
3. The Client will be solely responsible for any actions it performs based on the use of the Service.
4. The Client is responsible for protecting its personal username and/or password to the Service. The Client may not share its account privileges with anyone or knowingly permit any unauthorized access to the Service. The accounts of those involved will be disabled if sharing is detected.
5. The Client shall not use the Services in violation of applicable law or regulations or any third party rights (including intellectual property rights) and not use the Service in any manner or for any purpose other than as stated in the intended use case provided to IP Styler, if applicable.

6. Specific terms for the Services

When using the Services, the Client shall:

- I. Not use the Service to: (i) distribute cracking, warez, ROM, virus, adware, worms, trojan horses, malware, spyware or any other similar malicious activities and products or any other computer code, files or programs designed to interrupt, hijack, destroy, limit or adversely affect the functionality of any computer software, hardware, network or telecommunications equipment; (ii) cause any network resource to be unavailable to its intended users, including, without limitation, via "Denial-of-Service (DoS)" or "Distributed Denial-of-Service (DDoS)" attack; (iii) distribute any unlawful content or encourage any unlawful activity; (iv) cause any damage or service disruption to any third party computers or service; or (v) enhance or operate a service that competes with the Services, or assist any other party to do so.
- II. Not use other systems, products or services that infringe upon the patents and other intellectual property rights of IP Styler.
- III. Not engage in any reselling of the Service in whole or in part, without IP Styler's prior written authorization.
- IV. Not, and not enable others to, copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Service or any services provided by IP Styler, or any part thereof, including without limitation by using the Service in order to perform mapping of the IP addresses used by IP Styler in the provision of the Service, without IP Styler's prior written approval. It is hereby clarified that IP addresses used as part of the provision of the Service are personal and confidential information, and any unauthorized use of such information is strictly prohibited and may be considered breach of applicable law and/or third party rights.

7. Specific terms for the Data Services (including without limitation Datasets, Web Scraper IDE and Bright Insights)

- I. When using the Data Services, the Client shall not distribute, transmit, reproduce, publish, license, transfer, or sell any Data in order to offer a similar or competitive product.

4. Consideration.

1. Payment for services is required prior to the commencement of service and may be refunded to the client under the following conditions:

Service Downtime Compensation

In the event of service downtime, you will receive compensation corresponding to the duration of the outage. This compensation may be provided either as a monetary refund or as additional service time, at the discretion of IP Styler.

Critical Unresolved Issues

If a critical issue remains unresolved for more than 24 hours, you may request a full refund for the unused portion of the service period.

This clause ensures transparency and fairness in cases where service disruptions affect your access or usage. All refund requests must be submitted in writing and will be processed in accordance with the terms outlined in the Master Service Agreement.

2. All payments due under this Agreement shall be payable in United States dollars. In the event payments are received in a different currency, conversion of foreign currency to U.S. dollars shall be made at the applicable conversion rate on the invoice date. Such payments shall be without deduction of exchange, collection, or other charges.
3. Prices are net of any withholding or other taxes and the Client shall be responsible for payment of all such applicable taxes, levies, or duties.
4. Client consents to receive electronic invoices and receipts from IP Styler.
5. In the event of non-payment of the Subscription Fees in accordance with the terms hereof, the Client agrees to pay for the costs and expenses of collection of any unpaid deficiency in the Client's account, including, but not limited to, attorney's fees, court costs and any other costs incurred or paid by IP Styler.

5. Confidential Information.

If a Party (the **"Receiving Party"**) obtains access to Confidential Information (as defined below) of the other Party (the **"Disclosing Party"**) in connection with the negotiation of or performance under this Agreement, the Receiving Party agrees that:

1. The Disclosing Party shall retain ownership of the Confidential Information and that the Receiving Party shall not acquire any rights

therein, except the right to use such Confidential Information to the extent provided in this Agreement;

2. The Receiving Party shall use at least the same degree of care to protect the Confidential Information from unauthorized disclosure or access that the Receiving Party uses to protect its own Confidential Information, but not less than reasonable care, including measures to protect against the unauthorized use, access, destruction, loss and alteration of such Confidential Information;
3. Except as otherwise provided in this Agreement, no Confidential Information disclosed pursuant to this Agreement shall be made available by the Receiving Party to any third party for any purpose, except to a consultant, attorney, subcontractor, or potential subcontractor who needs to know the Confidential Information for the performance of this Agreement and provided that they agree to be bound by the terms and conditions of this Article or another written agreement sufficient to require them to treat Confidential Information in accordance with this Agreement. The Receiving Party agrees to indemnify the Disclosing Party for any violation or breach of such restrictions.

“Confidential Information” shall mean all information disclosed by the Disclosing Party to the Receiving Party in connection with the Agreement, whether in oral form, visual form or in writing, including but not limited to: all specifications, formulas, prototypes, computer programs and any and all records, data, ideas, methods, techniques, processes and projections, plans, marketing information, materials, creatives, scripts and storyboards, financial statements, memoranda, analyses, notes, legal documents and other data and information (in whatever form), as well as improvements, patents (whether pending or duly registered), trade secrets, any know-how, customer lists, customer information, end-user information, and any information provided to the Disclosing Party by a third party under a confidentiality agreement or which the Disclosing Party is otherwise legally obligated to keep in confidence, relating to the Disclosing Party, and information learned by the Receiving Party from the Disclosing Party through inspection of Disclosing Party’s property, that relates to the Disclosing Party’s products, designs, business plans, business opportunities, finances, research, development, know-how or personnel. The Subscription Fees under this Agreement, shall be considered as Confidential Information. Confidential Information will not include:

1. Information that the Receiving Party received rightfully from a third party who has the right to transfer or disclose it, without default or breach of this Agreement; or

2. Information that was previously rightfully known by the Receiving Party free of any obligation to keep it confidential; or
3. Information that becomes publicly known through no wrongful act of the Receiving Party; or
4. Information that is independently developed by the Receiving Party without reference to, use of, or access to the Confidential Information of the Disclosing Party.

The Receiving Party may disclose Confidential Information pursuant to a subpoena, judicial or governmental requirement, or order, and the Receiving Party shall not be liable in damages for any such disclosure of Confidential Information.

The confidentiality obligations under this Agreement will survive any expiration or termination of this Agreement.

6. Disclaimer of Warranties. IP STYLER IS PROVIDING THE USE OF THE SERVICE AND ANY ACCOMPANYING DATA ON “AS IS” BASIS AND IT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED TO THE CONDITION, VALUE OR QUALITY OF THE SERVICE OR ANY ACCOMPANYING DATA, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY, ACCURACY, ABSENCE OF VIRUSES OR ANY DEFECT THEREIN, WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. IP STYLER FURTHER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT THE USE OF THE SERVICE WILL BE CONTINUOUS, UNINTERRUPTED OR ERROR-FREE, OR THAT ANY INFORMATION CONTAINED THEREIN WILL BE ACCURATE OR COMPLETE.

7. Limitation of Liability. In no event will IP Styler be liable under this Agreement for any consequential, special, indirect or punitive damages or for any loss, profits or revenue (whether in contract, tort, negligence or any other legal theory) in any way relating to this Agreement (“**Event**”), even if IP Styler had been informed in advance of the possibility of such damages. IP Styler aggregated liability under this Agreement for any claim or damage or series of such is limited to the amount of fees actually received by IP Styler from Client under this Agreement during the one month period prior to the Event.

8. Indemnification. Client will defend IP Styler against any claim, demand, suit or proceeding made or brought against IP Styler by a third party alleging that the Client’s use of any Service infringes or misappropriates such third party’s intellectual property rights or breaches applicable privacy laws or any other applicable law or causes damage to such third party (a “**Claim Against**

IP Styler”), and will indemnify IP Styler from any direct damages, attorney fees and costs finally awarded against IP Styler as a result of, or for any amounts paid by IP Styler under a court-approved settlement of, a Claim Against IP Styler, provided IP Styler (a) promptly gives Client written notice of the Claim Against IP Styler, (b) gives Client sole control of the defense and settlement of the Claim Against IP Styler (except that Client may not settle any Claim against IP Styler unless it unconditionally releases IP Styler of all liability), (c) gives Client all reasonable assistance, at Client’s expense, and (d) IP Styler shall not negotiate or enter into any settlement for this matter without Client’s prior written consent. Client’s obligations above do not apply to a Claim Against IP Styler which is based only on IP Styler’s breach of this Agreement.

9. Term and Termination.

1. This Agreement commences on the Effective Date and shall continue until terminated in accordance with the terms of this Agreement.
2. Unless a separate schedule or statement of work agreed upon between the Parties has set a pre-determined period for the provision of the Services, either party shall have the right to terminate this Agreement immediately at any time by providing the other party an advance written notice until the end of that calendar month. The Agreement will terminate at the end of the calendar month at which the written notice was received, without the party incurring any liability towards the other party by virtue of such termination.
3. IP Styler shall be entitled to terminate this Agreement immediately for “cause” by written notice to the Client if (a) any act or omission by Client entitles IP Styler to suspend its access or use of the System (as defined below) or Service as described in Section 2; (b) the Client is in breach of any representation or warranty found in this Agreement or any other representation and warranties provided to IP Styler associated with Client’s use of the System or Service; (c) the Client engages in any action or activity that, in IP Styler’s sole discretion, places IP Styler at risk under any applicable laws or regulations. IP Styler shall not be liable to the Client or any third party for the termination of this Agreement.
4. Upon termination, any outstanding consideration amounts shall immediately become due and payable (including without limitation, for Data collected, even if not yet provided to the Client), the license granted herein shall be terminated and the Client shall immediately stop using the System or Service.

10. Miscellaneous.

1. This Agreement constitutes the entire understanding between the parties with respect to the matters referred to herein.
2. All notices or other communications hereunder shall be given by email to the email address provided by the parties as part of the registration to the Service.
3. To the extent not prohibited by applicable law, the Customer waives the right to litigate in court or an arbitration proceeding any dispute related to this Agreement as a class action, either as a member of a class or as a representative.
4. This Agreement shall be governed by the laws of Georgia excluding its conflict of law rules, and the courts of Georgia shall have exclusive jurisdiction over the parties.
5. If any provision of this Agreement will be held by a court of competent jurisdiction to be contrary to any law, the remaining provisions will remain in full force and effect as if said provision never existed.
6. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof.
7. IP Styler may, at any time, and at its sole discretion, modify this Agreement, with or without notice to the Client. Any such modification will be effective immediately upon public posting. Client's continued use of the Systems and Service following any such modification constitutes acceptance of the modified Agreement.
8. IP Styler may use Client's name and/or logo in promotional materials and on IP Styler's website.