

Parta.io Terms of Service

Last Updated: July 24, 2026

1. Acceptance and Scope

These Terms of Service (these “Terms”) are a binding agreement between Parta IO Corp., a Delaware corporation located at 16192 Coastal Highway, Lewes, Delaware 19958 (“Parta.io”, “we”, or “us”), and you, governing your access to and use of the Parta.io website at <https://parta.io> (the “Website”) and our online content authoring and orchestration platform, including all related web-based and mobile applications, software, tools, and features (collectively, the “Service”). By accessing or using the Service, creating an account, or purchasing a Subscription, you agree to these Terms and to the processing of information as described in our Privacy Policy, available on the Website and incorporated into these Terms by reference.

Signed Agreements Prevail. These Terms apply to self-serve plans and Subscriptions purchased online (including through our payment links and checkout pages) and to free plans and trials. If you or your organization has entered into a separately negotiated, signed agreement with Parta.io (such as a Master Service Agreement together with an Order Form), that agreement - and not these Terms - governs your use of the Service, and these Terms do not apply.

Business Use. The Service is designed and intended for business and professional use. By using the Service you represent that you are using it for business purposes. If, notwithstanding the foregoing, you qualify as a consumer under mandatory applicable law, nothing in these Terms limits or excludes any rights you have under such law that cannot be limited or excluded by agreement (see Section 20).

Entities. If you open an account or use the Service on behalf of a company, organization, or other entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are authorized to bind the entity to these Terms and that you agree to these Terms on the entity’s behalf.

Eligibility. You may use the Service only if (i) you are at least 18 years of age (or the age of majority in your jurisdiction), (ii) you can form a binding contract with Parta.io, (iii) all registration information you submit is accurate and complete, and (iv) you are not barred or otherwise legally prohibited from accessing or using the Service under applicable law. The Service may not be available to any user previously removed from the Service by Parta.io.

Additional Terms. Separate terms may apply to specific features, offers, or ordering documents (“Additional Terms”). If an ordering document (an “Order Form”) is executed between you and Parta.io, it is incorporated into these Terms by reference and prevails over these Terms solely with respect to commercial terms (fees, subscription term, number of seats, and any additional services). Order Forms do not otherwise modify these Terms.

IMPORTANT NOTICE FOR USERS IN THE UNITED STATES: SECTION 18 CONTAINS AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT AFFECT YOUR LEGAL

RIGHTS. PLEASE REVIEW IT CAREFULLY. YOU MAY OPT OUT OF ARBITRATION AS DESCRIBED IN SECTION 18.

2. The Service

Overview. Parta.io offers a content authoring and orchestration platform that enables teams to create, manage, publish, and analyze training and educational content, with features such as real-time collaboration, customizable branding, AI-assisted authoring, omnichannel publishing, and integrated project management.

Right to Use. Subject to these Terms and your payment of applicable fees, Parta.io grants you a worldwide, non-transferable, non-exclusive, non-sublicensable right to access and use the Service during your Subscription term for your internal business purposes and in accordance with our then-current documentation.

Changes to the Service. We are continuously improving the Service and may add, change, or remove features from time to time. During a paid Subscription term, we will not materially decrease the overall functionality of the Service.

3. Accounts and Security

You must provide accurate and complete registration information and keep it up to date. You are responsible for all activity that occurs under your account and must keep your login credentials secure and confidential. You may not share user seats among multiple individuals or allow any other party to access the Service with your credentials. You must notify us promptly at support@parta.io if you become aware of any unauthorized use of your account or compromise of your credentials. Parta.io will not be liable for losses caused by unauthorized use of your account resulting from your failure to safeguard your credentials.

If you connect the Service to a third-party service (for example, via single sign-on or an integration), you authorize us to access and use your information from that service as permitted by that service. Such connections are authorized using secure tokens; we do not ask you to disclose, and you should not share with us, your passwords for third-party services.

Sharing and Publishing. The Service allows you to control who you share and publish content with, including sharing projects with collaborators, publishing content to learners and other audiences, and exporting content for distribution through other channels. Parta.io has no liability for how others access or use Your Content as a result of your or your users' decision to share, publish, or distribute it. If you are invited to another customer's workspace or project, you acknowledge that your access, and any content you submit there, is under the sole control of that other customer.

4. Acceptable Use

Restrictions. Except as expressly authorized under these Terms, you will not, and will not permit anyone else to:

- provide access to, distribute, sell, or sublicense the Service to third parties;
- develop a similar or competing product or service using the Service;
- engage in scraping, data mining, reverse engineering, decompiling, disassembling, or unauthorized access to the source code, non-public APIs, or unauthorized data of the Service, except as permitted by law (with prior written notice to us);
- modify, create derivative works of, or copy any part of the Service, or remove or obscure proprietary notices within the Service;
- publish benchmarks or performance information about the Service, interfere with its operation, circumvent access restrictions or usage limits, or conduct security or vulnerability tests without authorization;
- transmit viruses, malware, or other harmful materials to the Service, or engage in fraudulent, misleading, illegal, or unethical activities related to the Service;
- use the Service to store or transmit illegal content, or content that infringes or misappropriates any third-party right;
- impersonate others, create accounts under false pretenses, or post content without the necessary rights;
- post defamatory, libelous, fraudulent, pornographic, or sexually explicit content, solicit personal information from minors, or engage in exploitation;
- act in a manner that is harassing, threatening, abusive, or otherwise objectionable, or use the Service to incite, promote, or support discrimination, hostility, or violence against others, including on the basis of race, religion, sex, sexual orientation, age, disability, ancestry, or national origin; or
- circumvent any security feature of the Service or disrupt its operation or connected networks.

Prohibited Data. You may not submit to the Service: (a) special categories of personal data under applicable data protection law; (b) protected health information regulated by HIPAA; (c) payment card data subject to PCI DSS; (d) government identification numbers such as social security or driver's license numbers; (e) personal data of individuals under the age of 13; or (f) other similarly sensitive data protected under applicable law ("Prohibited Data"). The Service is not designed to meet legal obligations applicable to Prohibited Data.

High-Risk Activities. You may not use the Service for activities where its use or failure could lead to death, personal injury, or significant physical or environmental harm, including life support systems, emergency services, nuclear facilities, or autonomous vehicles ("High-Risk Activities"). Notwithstanding anything else in these Terms, Parta.io has no liability arising from Prohibited Data or use of the Service for High-Risk Activities.

Enforcement. We may review and investigate suspected violations of this Section 4 and may remove or disable access to content, or suspend or terminate accounts, as described in Section 17.

5. Subscriptions, Fees, and Billing

Plans and Pricing. The Service is offered under different plans, the limits and features of which are described at <https://parta.io/pricing> or otherwise provided to you in writing. Your rights with respect to the Service are based on the plan you choose.

Subscriptions. When you purchase access to the Service (each purchase, a “Subscription”), you expressly authorize us and our third-party payment processor to charge the payment method you provide for the applicable fees, together with any applicable taxes (collectively, “Subscription Fees”). You represent and warrant that you have the legal right to use the payment methods you provide. All fees are stated and payable in U.S. Dollars unless otherwise stated during checkout.

Automatic Renewal. ALL SUBSCRIPTIONS RENEW AUTOMATICALLY. Unless you cancel before the end of the then-current billing period, your Subscription will automatically renew for successive periods equal to your billing cycle (e.g., monthly or annually) at the then-current rate, and your payment method will be charged on the calendar day corresponding to the commencement of your Subscription. Where required by applicable law, we will send you a renewal reminder before an annual renewal.

Price Changes. We may change our fees from time to time. Fee changes will not take effect during your then-current billing period: we will notify you at least thirty (30) days before a fee change applies to you, and the new fees will apply from your next renewal. If you do not agree to a fee change, you may cancel your Subscription before the renewal date.

Cancellation. You may cancel your Subscription at any time through the [Stripe billing portal](#) at or by emailing support@parta.io. Cancellation takes effect at the end of the then-current billing period, and you will retain access to the paid features until then. Except as expressly set forth in these Terms or required by applicable law, Subscription Fees are non-refundable and no refunds or credits are provided for partial billing periods, unused seats, or unused features.

Upgrades and Downgrades. If you upgrade your plan or add seats mid-period, the incremental fees will be charged on a prorated basis for the remainder of the current billing period. Downgrades take effect at the start of the next billing period and may result in loss of features or capacity; we are not liable for such loss.

Taxes. Fees are exclusive of taxes. You are responsible for all sales/use, gross receipts, value-added, GST, or similar taxes with respect to transactions under these Terms, other than taxes based on our income, employees, or real property. Where we are required to collect taxes, they will be added at checkout or invoiced; if we were required to collect a tax and did not do so at the time of sale, we reserve the right to later charge you the applicable tax.

Direct Invoicing. At our discretion, we may invoice you directly instead of charging through a payment processor, upon written notice. Unless otherwise agreed in writing, invoiced fees are due within thirty (30) days of the invoice date. If you have a good-faith dispute regarding an invoice, you must notify us with reasonable detail by the due date and pay the undisputed portion; the parties will cooperate in good faith to resolve the dispute.

Late Payments. Late payments may incur a service charge of 1.0% per month or the maximum permitted by law, whichever is lower. If you believe a charge is incorrect, please contact us at support@parta.io before disputing it with your payment provider so that we can resolve the issue.

6. Trials, Betas, and Free Plans

If you receive access to the Service or any feature on a free or trial basis or as an alpha, beta, or early access offering (“Trials and Betas”), use is permitted only for your internal evaluation during the period designated by Parta.io (or, if not designated, 30 days). Trials and Betas are optional, and either party may terminate them at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features that Parta.io may never release, and their features and performance information are Parta.io’s Confidential Information. We may modify, limit, or discontinue free plans and their features at any time. Notwithstanding anything else in these Terms, Parta.io provides Trials and Betas and free plans “AS IS” with no warranty, indemnity, or support, and its aggregate liability for Trials and Betas and free plans will not exceed USD \$50.

7. Your Content

Ownership. You retain all rights, title, and interest in and to any data, text, files, information, images, graphics, photos, audio and video clips, works of authorship, and other content or materials that you or your users post, submit, display, or upload through your account (“Your Content”). Parta.io claims no ownership rights in Your Content.

License to Parta.io. You grant Parta.io a non-exclusive, worldwide, royalty-free license to access, use, reproduce, distribute, and translate Your Content solely as necessary to provide the Service. Parta.io may sublicense the foregoing rights solely to its subcontractors and service providers as necessary to provide the Service, provided that Parta.io remains responsible for such subcontractors’ compliance with these Terms. For clarity, this license is granted solely for the purposes of (a) providing, operating, or improving the Service; (b) responding to support requests; and (c) detecting, preventing, or otherwise addressing fraud, security, unlawful, or technical issues and violations of these Terms. You may revoke this license at any time by deleting Your Content or terminating your account, subject to retention in routine backups as described in Section 9.

Responsibility. You are solely responsible for Your Content and represent and warrant that you have all rights necessary to submit it to the Service and that Your Content and your use of the Service comply with applicable law and do not violate any third-party right.

8. AI Features and Connected AI Agents

AI Features. The Service includes optional artificial intelligence functionality (“AI Features”), available in two ways: (i) through AI models integrated into the Service by Parta.io and provided by third-party model providers identified in our subprocessor list, processed under Parta.io’s agreements with those providers; and (ii) by connecting an MCP-compatible AI agent of your choice to your account through the Parta MCP server (“Connected Agents”). Connected Agents, their

underlying models, and their clients are Third-Party Services for the purposes of Section 13, and your use of them is governed by your own agreement with the applicable provider.

Your Direction and Responsibility. By using AI Features or connecting a Connected Agent, you direct Parta.io to transmit the relevant portions of Your Content for processing. You are responsible for ensuring that your use of AI Features - including any content you submit - complies with applicable law, your internal policies, and third-party rights. Actions performed in your account by a Connected Agent are deemed actions taken under your account for the purposes of Section 3.

AI Inputs and Outputs. Content you submit to AI Features (“AI Inputs”) is Your Content. As between you and Parta.io, and subject to the terms of the applicable model provider, Parta.io claims no ownership of content generated for you by AI Features (“AI Outputs”), and AI Outputs are treated as Your Content under these Terms. You acknowledge that AI Outputs may not be unique and that similar outputs may be generated for other users. Parta.io does not use your AI Inputs or AI Outputs to train artificial intelligence models, and its agreements with integrated model providers prohibit such use by those providers.

AI DISCLAIMER: AI OUTPUTS ARE GENERATED BY MACHINE-LEARNING SYSTEMS AND MAY BE INACCURATE, INCOMPLETE, OR OTHERWISE UNSUITABLE FOR YOUR PURPOSES. AI OUTPUTS ARE PROVIDED AS DRAFTS FOR YOUR REVIEW, AND YOU ARE SOLELY RESPONSIBLE FOR REVIEWING, VERIFYING, AND APPROVING AI OUTPUTS BEFORE USE OR PUBLICATION. WITHOUT LIMITING SECTION 14, THE PARTA.IO PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO AI FEATURES OR AI OUTPUTS.

Acceptable Use of AI Features. You may not use AI Features or Connected Agents to: (i) make automated decisions that produce legal or similarly significant effects concerning individuals; (ii) engage in practices prohibited by applicable law, including manipulative or exploitative techniques or social scoring prohibited under the EU Artificial Intelligence Act; (iii) generate content that infringes third-party rights or otherwise violates Section 4; or (iv) circumvent usage limits or security controls of the Service or of any model provider.

Changes and Limits. AI Features may be subject to usage limits described in your plan or our documentation. Parta.io may add, change, or discontinue AI Features or the underlying AI technology, and will update its Privacy Policy and subprocessor list as required.

9. Privacy, Security, and Data Protection

Privacy. Parta.io processes personal data in accordance with its Privacy Policy, available on the Website.

Data Processing Agreement. Where Parta.io processes personal data on your behalf as a processor under applicable data protection law (including the GDPR or UK GDPR), such processing is governed by Parta.io’s Data Processing Agreement (“DPA”), and incorporated into these Terms by reference. In the event of any conflict between the DPA and these Terms with respect to the processing of personal data, the DPA prevails.

Security. Parta.io uses commercially reasonable technical and organizational measures designed to protect the Service and Your Content, including measures designed to detect and prevent the introduction of viruses and other harmful code. A description of our security practices is available upon request at support@parta.io.

Data Export and Deletion. During your Subscription term and for thirty (30) days thereafter (the “Data Export Period”), you may export Your Content using the export features described in our documentation. Following the Data Export Period, Parta.io will securely delete Your Content from its production systems within sixty (60) days, or earlier upon your written request. Copies of Your Content may be retained in routine backups after deletion but remain protected under these Terms until overwritten in the ordinary course.

10. Aggregated Data

Notwithstanding anything to the contrary, Parta.io may monitor use of the Service and collect and compile data that has been anonymized, de-identified, and aggregated such that it does not identify you, your users, or any individual (“Aggregated Data”). As between the parties, all right, title, and interest in Aggregated Data belong solely to Parta.io. Parta.io may use Aggregated Data to operate, improve, and develop the Service and for benchmarking, analytics, and other lawful business purposes. Aggregated Data does not contain Your Content.

11. Parta.io Intellectual Property; Feedback

Parta.io Property. The Service is owned and operated by Parta.io. The visual interfaces, graphics, design, compilation, computer code, products, software, templates, formats, tools, and all other elements of the Service provided by Parta.io are protected by intellectual property and other laws. Except for Your Content, all such elements are the property of Parta.io or its licensors, and all related trademarks, service marks, and trade names are proprietary to Parta.io or its affiliates or licensors. Neither party grants the other any rights or licenses not expressly set out in these Terms, and Parta.io reserves all rights not expressly granted.

Feedback. Parta.io is entitled to unrestricted use of any comments, suggestions, ideas, or concepts regarding the Service that you disclose or submit to us (“Feedback”), for any purpose, commercial or otherwise, without any payment or other obligation to you.

12. Confidentiality

Definition. “Confidential Information” means proprietary or non-public business, technical, financial, or other information disclosed by one party (the “Discloser”) to the other (the “Recipient”). Parta.io’s Confidential Information expressly includes non-public information regarding features, functionality, and performance of the Service, including security-related information. Your Content is treated as your Confidential Information.

Obligations. The Recipient will use the Discloser’s Confidential Information only for the purpose of exercising its rights and performing its obligations under these Terms, and will not disclose it to

anyone other than the Recipient's employees, contractors, affiliates, agents, or professional advisors who need to know it and who are bound by confidentiality obligations no less restrictive than those herein.

Exclusions. These obligations do not apply to information that the Recipient can document (a) is or becomes public knowledge through no fault of the Recipient; (b) it rightfully knew or possessed prior to receipt; (c) it rightfully received from a third party without breach of confidentiality obligations; or (d) it independently developed without using the Discloser's Confidential Information.

Required Disclosures. The Recipient may disclose Confidential Information to the extent required by applicable legal process, provided that the Recipient uses commercially reasonable efforts to (i) promptly notify the Discloser in advance, to the extent permitted by law, and (ii) comply with the Discloser's reasonable requests regarding its efforts to oppose the disclosure.

Survival. The obligations in this Section 12 survive for so long as these Terms are in effect and for five (5) years thereafter.

13. Third-Party Services

The Service may contain links to, or allow integrations with, third-party platforms, add-ons, services, products, apps, or integrations not provided by Parta.io ("Third-Party Services"). Parta.io has no control over, and is not responsible for, Third-Party Services or their use of your personal information, and does not endorse or vouch for their security. You are encouraged to review the terms and privacy policies of Third-Party Services before using them. You may not use integrations with Third-Party Services to circumvent any restrictions under these Terms.

14. Disclaimers

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE SERVICE IS MADE AVAILABLE ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. PARTA.IO AND ITS EMPLOYEES, MANAGERS, MEMBERS, OFFICERS, SHAREHOLDERS, PARENT COMPANY, AGENTS, VENDORS, AND CONTRACTORS (COLLECTIVELY, THE "PARTA.IO PARTIES") MAKE NO REPRESENTATIONS, WARRANTIES, OR ENDORSEMENTS OF ANY KIND, EXPRESS OR IMPLIED, AS TO: (A) THE SERVICE; (B) THE CONTENT ON OR PROVIDED THROUGH THE SERVICE; (C) THE FUNCTIONS MADE ACCESSIBLE ON OR THROUGH THE SERVICE; OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO OR FROM PARTA.IO OR VIA THE SERVICE. THE PARTA.IO PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM VIRUSES.

Parta.io is not liable for delays, failures, or problems inherent in the use of the internet and electronic communications or other systems outside Parta.io's control. Some jurisdictions do not allow the disclaimer of implied warranties, so portions of the above disclaimer may not apply to you; in that

case, any implied warranties are limited to the minimum scope and duration permitted by applicable law.

15. Limitation of Liability

Exclusion of Certain Damages. To the extent permitted by applicable law, neither party (nor its suppliers) will have any liability arising out of or related to these Terms for any loss of use, lost data, lost profits, lost revenues, loss of goodwill, or interruption of business, or for any indirect, special, incidental, reliance, or consequential damages of any kind, even if informed of their possibility in advance.

LIABILITY CAP: TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE TOTAL FEES PAID OR PAYABLE BY YOU TO PARTA.IO UNDER THESE TERMS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (USD \$100).

Exceptions. The limitations in this Section 15 do not apply to (a) your payment obligations, (b) your breach of Section 4 (Acceptable Use), (c) your indemnification obligations under Section 16, or (d) liability that cannot be excluded or limited under applicable law (including, where applicable, liability for fraud, willful misconduct, or gross negligence).

Nature of Claims. The waivers and limitations in this Section 15 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, and will survive and apply even if any limited remedy in these Terms fails of its essential purpose.

16. Indemnification

By You. You will (a) defend the Parta.io Parties from and against any third-party claim to the extent resulting from (i) Your Content; (ii) your breach or alleged breach of Section 4 (Acceptable Use) or Section 8 (AI Features); or (iii) your violation of applicable law or any third-party right; and (b) indemnify and hold harmless the Parta.io Parties against any damages or costs finally awarded (including reasonable attorneys' fees) or agreed in settlement by you resulting from such a claim.

By Parta.io. Parta.io will defend you from and against any third-party claim alleging that the Service, when used as authorized under these Terms, infringes or misappropriates that third party's intellectual property rights, and will indemnify and hold you harmless against any damages or costs finally awarded (including reasonable attorneys' fees) or agreed in settlement by Parta.io resulting from such a claim. If such a claim is brought or, in Parta.io's reasonable opinion, is likely to be brought, Parta.io may, at its option and expense: (a) procure for you the right to continue using the Service; (b) replace or modify the Service to be non-infringing while preserving materially equivalent functionality; or (c) if neither of the foregoing is commercially reasonable, terminate your Subscription and refund any prepaid fees for the unused portion of your Subscription period. Parta.io's obligations under this paragraph do not apply to the extent a claim arises from: (i) Your Content (including AI Outputs); (ii) combination of the Service with products, services, data, or

content not provided by Parta.io (including Connected Agents and other Third-Party Services), where the claim would not have arisen without the combination; (iii) use of the Service in violation of these Terms or after Parta.io has notified you to cease the allegedly infringing use; or (iv) modifications to the Service not made or authorized by Parta.io. This paragraph states Parta.io's sole liability, and your exclusive remedy, for claims that the Service infringes third-party intellectual property rights.

Procedure. The indemnifying party's obligations under this Section 16 are subject to the indemnified party: (a) providing prompt written notice of the claim (except to the extent the indemnifying party's ability to defend is materially prejudiced by a delay); (b) giving the indemnifying party sole control of the defense and settlement of the claim; and (c) providing reasonable cooperation at the indemnifying party's expense. The indemnifying party may not settle any claim without the indemnified party's prior written consent if the settlement would require the indemnified party to admit fault, make any payment, or take or refrain from taking any action. The indemnified party may participate in the defense with its own counsel at its own expense.

17. Term, Suspension, and Termination

Term. These Terms take effect upon your acceptance or your first access to or use of the Service, whichever is earlier, and continue for so long as you maintain an account or an active Subscription.

Suspension. Parta.io may suspend your access to all or part of the Service if (a) you fail to pay any undisputed fees within fifteen (15) days of receiving notice of non-payment; or (b) Parta.io reasonably believes you are in breach of Section 4 or Section 8, or that your actions risk harm to other customers or to the security, availability, or integrity of the Service. Where practicable, Parta.io will use reasonable efforts to provide prior notice of the suspension and will promptly restore access once the issue is resolved.

Termination by You. You may cancel your Subscription as described in Section 5. In addition, you may terminate these Terms for Parta.io's material breach, provided that you give Parta.io written notice of the breach and thirty (30) days to remedy it. If the breach remains unremedied after the cure period and you terminate, you are entitled to a prorated refund of any prepaid fees for the unused portion of your Subscription period, provided your refund request is submitted in writing to support@parta.io within thirty (30) days following the termination's effective date.

Termination by Parta.io. Parta.io may terminate these Terms for cause if you materially breach these Terms and (where the breach is curable) fail to cure the breach within the period stated in our notice, in which case you will not be entitled to any refund. Parta.io may also terminate immediately where required by law or where continued provision of the Service to you is prohibited, in which case you will receive a pro-rata refund of prepaid fees for the remaining period of your current Subscription.

Effect of Termination. Upon expiration or termination: (a) all licenses granted under these Terms terminate; (b) you must cease all use of the Service; (c) Your Content will be available for export during the Data Export Period and thereafter deleted as described in Section 9; and (d) all accrued

payment obligations survive. If your account is terminated for breach, you must obtain Parta.io's written authorization before creating a new account.

Survival. Sections 4 (Acceptable Use, with respect to accrued obligations), 5 (with respect to accrued fees), 7 (Your Content, with respect to the wind-down license), 9–16, and 18–23 survive any expiration or termination of these Terms.

18. Governing Law and Dispute Resolution

Governing Law. These Terms are governed by the laws of the State of Delaware, without regard to its conflict of laws principles, except where the mandatory law of your country of residence applies as described below.

Informal Resolution First. Before initiating any formal proceeding, each party agrees to first contact the other with a written description of the dispute and the proposed resolution (you may write to support@parta.io) and to negotiate in good faith for sixty (60) days.

Arbitration (United States). If you reside in, or your principal place of business is in, the United States, any dispute, controversy, or claim arising out of or relating to these Terms or the Service that is not resolved informally will be resolved by final and binding individual arbitration administered by the American Arbitration Association (“AAA”) before a single arbitrator, under the AAA Consumer Arbitration Rules where they apply to you as an individual and otherwise under the AAA Commercial Arbitration Rules, in each case as modified by these Terms. This arbitration agreement is governed by the Federal Arbitration Act. The arbitrator has exclusive authority to resolve disputes relating to the interpretation, applicability, or enforceability of this arbitration agreement. Hearings will be conducted by videoconference unless the arbitrator determines an in-person hearing is required, in which case it will take place at a mutually convenient location (or, for individuals, in the county of your residence). Payment of filing, administration, and arbitrator fees will be governed by the AAA's rules; for claims totaling less than \$10,000, Parta.io will reimburse arbitrator fees unless the arbitrator determines the claims are frivolous, and Parta.io will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. Judgment on the award may be entered in any court of competent jurisdiction.

CLASS ACTION WAIVER: YOU AND PARTA.IO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OR PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING. IF THIS CLASS ACTION WAIVER IS FOUND UNENFORCEABLE AS TO A PARTICULAR CLAIM, THEN THE ARBITRATION AGREEMENT DOES NOT APPLY TO THAT CLAIM, WHICH SHALL PROCEED IN COURT AS SET FORTH BELOW.

Opt-Out. You may opt out of this arbitration agreement within thirty (30) days of first accepting these Terms by emailing support@parta.io from the email address associated with your account, stating

your name and that you opt out of arbitration. Opting out of arbitration will not affect any other provision of these Terms.

Exceptions. Either party may (a) bring an individual claim in small claims court if it qualifies; and (b) seek injunctive or other equitable relief in a court of competent jurisdiction to protect its intellectual property rights or Confidential Information. Claims relating to the infringement or validity of intellectual property rights are not subject to arbitration and must be brought in the state or federal courts located in Sussex County, Delaware.

Court Proceedings. For any dispute not subject to arbitration (including if you opt out, if you are located outside the United States and mandatory law does not provide otherwise, or if the arbitration agreement is found unenforceable), the parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Sussex County, Delaware. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Consumers and Mandatory Local Law. If you are a consumer habitually resident in the European Union, the United Kingdom, or another jurisdiction whose mandatory law grants you the protection of local law or the right to bring or defend proceedings in your local courts, then (a) the arbitration agreement and class action waiver above do not apply to you; (b) you benefit from any mandatory provisions of the law of your country of residence; and (c) nothing in these Terms affects your rights to bring proceedings in the courts of your country of residence. EU consumers may also use the European Commission's Online Dispute Resolution platform.

19. Modifications to These Terms

We may update these Terms from time to time. If we make material changes that adversely affect your rights, we will notify you at least thirty (30) days before the changes take effect, by email or by prominent notice within the Service, and the changes will apply to your Subscription no earlier than your next renewal unless a change is required by applicable law or is necessary to address security or legal obligations. Non-material changes are effective when the updated Terms are posted. If you do not agree to a change, you may cancel your Subscription before the change takes effect. Your continued use of the Service after a change takes effect constitutes acceptance of the updated Terms. Disputes will be governed by the version of the Terms in effect when the dispute arose.

20. Consumer Notices

EU/UK Right of Withdrawal. If you are a consumer in the European Union or the United Kingdom, you may have a statutory right to withdraw from a contract for digital services within fourteen (14) days without giving a reason. By purchasing a Subscription and requesting immediate access to the Service, you expressly consent to the immediate supply of the Service and acknowledge that, once the supply has begun with your consent, you lose the right of withdrawal to the extent permitted by law. Where the right of withdrawal applies notwithstanding the foregoing, you may exercise it by contacting support@parta.io within the statutory period.

California Users. Under California Civil Code Section 1789.3, California users are entitled to know that they may file grievances and complaints with the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs, 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by phone at (800) 952-5210.

21. Compliance; Export Controls

Each party will comply with all applicable laws in its provision and use of the Service, including applicable anti-bribery, anti-money laundering, export control, and sanctions laws and regulations. You represent that you are not located in, organized under the laws of, or ordinarily resident in any country or region subject to comprehensive sanctions administered by the United States, and that you are not listed on any U.S. government list of prohibited or restricted parties. You may not use or export the Service in violation of applicable export control or sanctions laws.

22. Copyright Policy (DMCA)

Parta.io respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act, 17 U.S.C. § 512 (“DMCA”), Parta.io will respond to properly submitted notices of claimed copyright infringement and may remove or disable access to material claimed to be infringing.

Infringement Notices. If you believe that content on the Service infringes your copyright, please send a notice to our designated agent at support@parta.io (subject line: “DMCA Notice”) or by mail to Parta IO Corp., Attn: DMCA Agent, 16192 Coastal Highway, Lewes, Delaware 19958, including: (a) identification of the copyrighted work claimed to be infringed; (b) identification of the allegedly infringing material and information reasonably sufficient to locate it; (c) your contact information; (d) a statement that you have a good-faith belief that the use is not authorized by the copyright owner, its agent, or the law; (e) a statement, under penalty of perjury, that the information in the notice is accurate and that you are the copyright owner or authorized to act on the owner’s behalf; and (f) your physical or electronic signature.

Counter-Notices. If you believe material you posted was removed or disabled by mistake or misidentification, you may submit a counter-notice to the same address containing the information required by 17 U.S.C. § 512(g)(3). We may restore the material unless the original complainant files a court action within the statutory period.

Repeat Infringers. It is Parta.io’s policy to terminate, in appropriate circumstances, the accounts of users who are repeat infringers of copyrights or other intellectual property rights.

23. General Terms

Entire Agreement; Order of Precedence. These Terms, together with the Privacy Policy, the DPA (where applicable), any Order Form, and any Additional Terms, constitute the entire agreement between you and Parta.io regarding the Service and supersede all prior and contemporaneous agreements, proposals, and understandings on that subject. In the event of a conflict, the order of

precedence is: (a) a separately signed agreement between you and Parta.io (which replaces these Terms entirely, per Section 1); (b) an Order Form, solely with respect to commercial terms; (c) the DPA, with respect to the processing of personal data; (d) these Terms; and (e) any other policies referenced herein.

Publicity. Parta.io may identify you as a customer and use your name and logo in its customer lists and promotional materials, in accordance with any brand guidelines you provide, and will cease such use upon your written request to support@parta.io. Neither party may otherwise publicly announce the existence of a specific commercial relationship under these Terms except with the other party's consent or as required by law.

Assignment. You may not assign your rights or obligations under these Terms without Parta.io's prior written consent, and any non-permitted assignment is void. Parta.io may assign these Terms in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of its assets, or to an affiliate.

Notices. We may provide notices to you by email to the address associated with your account or through the Service; such notices are deemed given when sent or posted. Legal notices to Parta.io must be sent in writing to support@parta.io or to Parta IO Corp., 16192 Coastal Highway, Lewes, Delaware 19958, and are deemed given upon receipt.

Force Majeure. Parta.io will not be liable for, or be considered in breach of these Terms on account of, any delay or failure to perform as a result of any cause or condition beyond its reasonable control, so long as it uses commercially reasonable efforts to avoid or remove the causes of non-performance. If Parta.io believes in good faith that it is legally prohibited from providing you with the Service, it may suspend your account and/or cancel your Subscription, in which case it will refund any prepaid fees for the unused portion of your Subscription unless prohibited by law.

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

No Waiver. A party's failure or delay in enforcing any provision of these Terms is not a waiver of its right to enforce that provision at any time in the future.

Independent Contractors. The parties are independent contractors, not agents, partners, or joint venturers. There are no third-party beneficiaries to these Terms, except that the Parta.io Parties may enforce the provisions that protect them.

Interpretation. Section headings are for convenience only. "Including" means "including without limitation." These Terms are drafted in English; any translation is provided for convenience, and the English version controls to the extent permitted by law.

24. Contact

Questions about these Terms or the Service may be directed to Parta IO Corp., 16192 Coastal Highway, Lewes, Delaware 19958, United States, or by email to support@parta.io.