Terms & Conditions

InsightPlay AI Inc. • Effective Date: May 12, 2026 • Last Updated: May 12, 2026

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1. Introduction

These Terms & Conditions (“Terms”) govern your access to and use of the services, platform, APIs, and related technology provided by **InsightPlay AI Inc.**, a corporation incorporated in the State of Delaware, United States of America (“InsightPlay,” “we,” “us,” or “our”).

By accessing or using our platform, services, or any component thereof (collectively, the “Services”), you (“Client,” “you,” or “your”) acknowledge that you have read, understood, and agree to be bound by these Terms. If you are accepting these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity.

If you do not agree with these Terms, you must not access or use the Services.

2. Description of Services

InsightPlay operates a modular artificial intelligence platform (“InsightPlay Technology”) that delivers automated conversational solutions to iGaming operators and other business clients. The platform enables clients to automate and optimize key business functions, including but not limited to:

- Player acquisition, reactivation, and retention through AI-driven voice and text communications
- Customer service automation via inbound and outbound voice agents
- Content localization and regulatory compliance support
- Performance analytics and campaign monitoring through the InsightPlay Agent Performance Hub
- Tailored integrations with industry systems and business intelligence tools

The specific scope, modules, and configuration of Services provided to each Client are defined in the applicable service agreement or order form executed between InsightPlay and the Client.

3. Eligibility and Account Responsibilities

3.1. You must be at least 18 years of age and have the legal capacity to enter into a binding agreement to use the Services.

3.2. You are responsible for maintaining the confidentiality of any account credentials, API keys, or access tokens provided to you in connection with the Services.

3.3. You agree to notify InsightPlay immediately of any unauthorized use of your account or any other breach of security.

3.4. You are solely responsible for all activity that occurs under your account, whether or not authorized by you.

4. License and Use Rights

4.1. **License Grant.** Subject to these Terms and any applicable service agreement, InsightPlay grants you a worldwide, non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free license to access and use the InsightPlay Technology solely (a) as necessary to use the Services; (b) for your internal business purposes; and (c) in compliance with these Terms and applicable law.

4.2. **Restrictions.** You shall not, and shall not permit any third party to:

- Copy, modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the InsightPlay Technology;
- Use the Services to develop a competing product or service;
- Sublicense, resell, rent, lease, or otherwise transfer rights to the Services;
- Remove or alter any proprietary notices, labels, or marks on the Services;
- Use the Services in any manner that violates applicable law or regulation; or
- Access the Services for purposes of benchmarking or competitive analysis.

4.3. **Feedback.** If you provide suggestions, ideas, or other feedback regarding the Services ("Feedback"), you grant InsightPlay a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, and incorporate such Feedback for any purpose, including improving the Services. All Feedback shall be treated as InsightPlay's confidential information.

5. Intellectual Property

5.1. InsightPlay, its affiliates, and its third-party licensors own all intellectual property rights in and to the Services, InsightPlay Technology, InsightPlay trademarks, and the InsightPlay website. Nothing in these Terms assigns or transfers ownership of any intellectual property rights to you.

5.2. All rights not expressly granted in these Terms are reserved by InsightPlay.

5.3. Any data, content, or materials you provide to InsightPlay for the purpose of configuring, training, or operating the Services ("Client Materials") remain your property. You grant InsightPlay a limited license to use Client Materials solely for the purpose of delivering the Services to you.

6. Client Obligations and Representations

6.1. **Compliance.** You are solely responsible for ensuring that your use of the Services complies with all applicable laws, regulations, and governmental requirements in your jurisdiction, including but not limited to data privacy, telecommunications, consumer protection, responsible gaming, and anti-money laundering regulations.

6.2. **Licenses and Authorizations.** You represent and warrant that you hold all necessary governmental authorizations, licenses, concessions, and approvals required to operate your business and to use the Services in each jurisdiction in which you operate.

6.3. **User Consent.** You represent and warrant that you have lawfully obtained the explicit consent of all end users prior to any AI-driven communications, including outbound calls, text messages, or other automated contact initiated through the Services, in accordance with applicable opt-in and telecommunications regulations.

6.4. **End User Verification.** You represent that all end users contacted through the Services are adults who are legally competent under applicable law and have undergone appropriate due diligence, including verification against applicable self-exclusion and anti-money laundering lists.

6.5. **AI Use Policy.** You represent that you have implemented an AI-use policy within your organization that ensures responsible deployment, human oversight, and compliance with the rights and freedoms of your employees and end users.

6.6. **Data Protection Policy.** As the data controller of end-user data, you represent that you have implemented a data-processing policy in accordance with applicable regulations and shall make such policy available to InsightPlay.

6.7. **Accurate Information.** You shall provide InsightPlay with accurate, complete, and timely information, materials, and access credentials necessary for the performance of the Services.

7. Data Protection and Privacy

7.1. InsightPlay acts as a **data processor** on behalf of the Client (as data controller) with respect to any personal data processed in connection with the Services. InsightPlay's obligations as data processor are

subject to the data protection regulations applicable in the jurisdiction(s) in which the Services are supplied.

7.2. InsightPlay will not use personal data provided by the Client for any purpose other than performing the Services and will not disclose such data to third parties except as required to deliver the Services or as required by law.

7.3. Both parties agree to implement appropriate technical and organizational security measures to protect personal data in accordance with applicable legal requirements.

7.4. The specific terms governing data processing, including the scope, nature, and purpose of processing, are set forth in the Data Processing Agreement between the parties, which forms part of the applicable service agreement.

7.5. For inquiries regarding our data practices, please contact us at: **privacy@insightplay.ai**.

8. Confidentiality

8.1. Each party acknowledges that, in connection with the Services, it may receive confidential or proprietary information of the other party ("Confidential Information"). Confidential Information includes, without limitation, technology, trade secrets, business plans, strategies, customer data, pricing, and intellectual property.

8.2. The receiving party shall treat Confidential Information with at least the same degree of care as it treats its own confidential information and shall not disclose it to any third party except to employees, contractors, or advisors who have a need to know and are bound by confidentiality obligations substantially similar to those in these Terms.

8.3. Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was already in the receiving party's possession; (c) is independently developed without reference to Confidential Information; (d) is rightfully received from a third party; or (e) is required to be disclosed by law, provided that the receiving party gives prompt notice to the disclosing party.

8.4. Confidentiality obligations survive termination of these Terms indefinitely.

9. Service Levels and Availability

9.1. InsightPlay targets a minimum monthly platform availability of **99.9%**, calculated as:

Availability (%) = ((Total time in month – Downtime) / Total time in month) × 100

9.2. Availability excludes downtime caused by scheduled maintenance (notified at least 48 hours in advance), force majeure, Client-side connectivity or system issues, misuse of the Services, or security incidents attributable to the Client.

9.3. In the event of an availability shortfall, Clients may be entitled to service credits as defined in the applicable service agreement. Service credits are applied as discounts on future invoices and are the Client's sole and exclusive remedy for availability failures.

9.4. Incident severity classifications, response times, and resolution targets are defined in the applicable service agreement's Service Level Conditions.

10. Fees and Payment

10.1. Service fees, pricing tiers, and payment terms are defined in the applicable service agreement or order form between InsightPlay and the Client.

10.2. Unless otherwise agreed, invoices are payable within thirty (30) calendar days of issuance.

10.3. All fees are exclusive of applicable taxes, duties, or levies, which are the Client's responsibility.

10.4. Disputes regarding invoices must be raised within fifteen (15) calendar days of issuance. Invoices not disputed within this period are deemed accepted.

11. Limitation of Liability

11.1. **Disclaimer of Warranties.** THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” INSIGHTPLAY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. INSIGHTPLAY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

11.2. **AI Limitations.** You acknowledge and agree that AI-generated outputs, including but not limited to voice interactions, text responses, and recommendations, may not be entirely accurate and depend on human use and oversight. InsightPlay shall not be liable for 100% of the responses or suggestions generated by AI. You are responsible for exercising supervision, professional judgment, and diligence when interacting with or relying upon AI-generated outputs.

11.3. **Exclusion of Indirect Damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, LOSS OF GOODWILL, OR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES.

11.4. **Cap on Liability.** EACH PARTY’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL FEES PAID BY THE CLIENT IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) TEN THOUSAND EUROS (€10,000).

11.5. **Exceptions.** The limitations in this Section 11 do not apply to liability arising from gross negligence, willful misconduct, fraud, or any liability that cannot be excluded or limited under applicable law.

11.6. **Regulatory Compliance.** InsightPlay expressly disclaims liability for any regulatory breaches, fines, penalties, or legal actions arising from the Client’s use of the Services. The Services are obligations of means, not of result. InsightPlay makes no representations that use of the platform will comply with applicable laws in any jurisdiction. The Client is responsible for obtaining all necessary approvals and ensuring lawful use.

12. Indemnification

12.1. Each party shall indemnify, defend, and hold harmless the other party from and against all claims, liabilities, losses, damages, costs, or expenses (including reasonable attorneys’ fees) arising from: (a) the indemnifying party’s negligence or willful misconduct; or (b) breach of its obligations under these Terms.

12.2. The Client shall additionally indemnify InsightPlay against claims arising from: (a) the Client’s improper use of the Services; (b) information or materials provided by the Client; (c) the Client’s websites or systems; (d) the Client’s non-compliance with applicable laws; (e) the Client’s failure to pay required taxes; or (f) the Client’s non-compliance with telecommunications regulations.

13. Term and Termination

13.1. These Terms are effective as of the date you first access or use the Services and remain in effect for the duration of your service agreement with InsightPlay.

13.2. Either party may terminate the applicable service agreement for convenience upon thirty (30) days’ written notice.

13.3. Either party may terminate immediately upon written notice if the other party: (a) materially breaches these Terms and fails to cure within fifteen (15) business days of written notice; (b) ceases business

operations or loses its legal status; (c) becomes insolvent or subject to bankruptcy proceedings; or (d) becomes subject to anti-money laundering investigations.

13.4. Upon termination: (a) InsightPlay will cease providing the Services; (b) all outstanding invoices become due within thirty (30) days; (c) each party will return or destroy the other party's Confidential Information upon request; and (d) InsightPlay will return any Client access credentials.

14. Force Majeure

Neither party shall be liable for delays or failures in performance caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, pandemics, government actions, or failures of third-party infrastructure or telecommunications providers.

15. Non-Solicitation

During the term of any service agreement and for twelve (12) months following its termination, neither party shall directly or indirectly hire, solicit, or engage any employee, contractor, or collaborator of the other party without prior written consent.

16. General Provisions

16.1. **Governing Law and Jurisdiction.** These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America. The parties submit to the exclusive jurisdiction of the courts of Delaware.

16.2. **Entire Agreement.** These Terms, together with any applicable service agreement, schedules, and order forms, constitute the entire agreement between the parties regarding the subject matter hereof.

16.3. **Amendments.** InsightPlay reserves the right to update these Terms from time to time. Material changes will be communicated to Clients with reasonable notice. Continued use of the Services after such notice constitutes acceptance of the updated Terms.

16.4. **Severability.** If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

16.5. **No Waiver.** The failure of either party to enforce any provision of these Terms shall not constitute a waiver of that provision or the right to enforce it at a later time.

16.6. **Assignment.** You may not assign or transfer your rights or obligations under these Terms without InsightPlay's prior written consent.

16.7. **Independent Contractor.** InsightPlay is an independent contractor. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between the parties.

16.8. **Notices.** All notices under these Terms shall be in writing and sent by email, registered mail, or hand delivery to the addresses provided in the applicable service agreement.

17. Contact Information

For questions about these Terms, please contact:

InsightPlay AI Inc. • Email: legal@insightplay.ai • Website: www.insightplay.ai

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These Terms & Conditions are provided for informational purposes as part of InsightPlay AI Inc.'s Trust Center. The specific terms governing any client engagement are defined in the applicable Merchant Services Agreement and its schedules.