

TERMS AND CONDITIONS OF SERVICE - AI AGENT SECTION ("VICKY")

1. PARTIES TO THE AGREEMENT

This agreement (hereinafter, the "Agreement") is entered into by and between the end user or business entity subscribing to the service (hereinafter, the "Client") and HAME TOUR & TRAVELS CORP, doing business as (DBA) HAME Automations, a corporation duly registered and existing under the laws of the State of Florida, with its principal place of business at 15290 SW 181ST TER, MIAMI, FL 33187 (hereinafter, "HAME Automations" or the "Company"). By using the software and the virtual agent, the Client agrees to be legally bound by the terms set forth herein.

2. ARTIFICIAL INTELLIGENCE DISCLAIMER

The Client acknowledges, understands, and agrees that the virtual agent marketed under the name "Vicky" is powered by large language models (LLMs) and artificial intelligence infrastructure provided by third parties, including, but not limited to, Anthropic and Google Gemini. Due to the inherent probabilistic nature of generative artificial intelligence, the system may produce inaccurate, incorrect, out-of-context, or unexpected responses (commonly known as "hallucinations"). HAME Automations makes no warranties, express or implied, regarding the accuracy, adequacy, completeness, or reliability of the responses, texts, or interactions generated by the virtual agent. The Client assumes sole responsibility for monitoring, auditing, and correcting the agent's interactions with its business prospects. The Client agrees to indemnify and hold HAME Automations harmless from any liability, damages, losses, or claims arising from errors in prospect pre-qualification, incorrect appointment scheduling, or erroneous information transmitted by the virtual agent. Furthermore, the Client agrees to comply with the Acceptable Use Policies published by Anthropic and Google applicable to their respective models, assuming full responsibility for any breach thereof.

3. DATA RESTRICTIONS AND ACCEPTABLE USE

The virtual agent is technically and functionally designed exclusively for the collection of general contact information (including first and last name, email address, phone number, physical address) and determining the business reason for contact (e.g., interest in purchasing, selling, or refinancing vehicles). The Client is strictly prohibited from configuring, instructing, manipulating, or allowing the virtual agent to request, collect, process, transmit, or store Sensitive Information from end users. For the purposes of this Agreement, "Sensitive Information" includes, but is not limited to: Social Security Numbers (SSN), credit or debit card information, data subject to Payment Card Industry Data Security Standard (PCI-DSS) regulations, non-public financial information, credit scores, and any medical or health records protected by the Health Insurance Portability and Accountability Act (HIPAA). HAME Automations reserves the absolute and unappealable right to immediately suspend or terminate, without prior notice, any account that uses the platform for the collection of Sensitive Information.

4. THIRD-PARTY PLATFORMS AND INTEGRATIONS

The operation of the service relies on integrations and webhooks connected to messaging platforms and social networks owned by third parties (including, but not limited to, WhatsApp and platforms operated by Meta Platforms, Inc.). HAME Automations exercises no control over the operating policies, terms of service, uptime, API limitations, or commercial regulations of such platforms. If the Client's account, profile, or phone number is suspended, restricted, blocked, or disabled by a third-party provider due to alleged violations of their policies (including commercial messaging or e-commerce policies), HAME Automations shall under no circumstances be liable for service interruption, data loss, or consequential damages, nor shall there be any obligation to issue refunds for downtime.

5. FEES, BILLING, AND CANCELLATION POLICY

Access to the virtual agent services is conditioned upon the payment of a one-time, strictly non-refundable Setup Fee, followed by a continuous recurring subscription fee. All charges are billed and collected in advance. The Client has the right to cancel their subscription at any time through their account administration dashboard. Effective cancellation will stop any future recurring charges; however, HAME Automations operates under a strict no-refund policy. No prorated credits, refunds for partial months of use, refunds of prior setup fees, or compensation for periods during which the Client maintained an active subscription without actively using the software will be granted.

6. ABSOLUTE LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE FLORIDA LAW, IN NO EVENT SHALL HAME TOUR & TRAVELS CORP (DBA HAME AUTOMATIONS), ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, OR AFFILIATES BE LIABLE TO THE CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. THIS INCLUDES, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF SALES, MISSED APPOINTMENTS, REPUTATIONAL DAMAGE, LOSS OF DATA, OR BUSINESS INTERRUPTION, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF HAME AUTOMATIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER ALL CIRCUMSTANCES, THE TOTAL AND CUMULATIVE LIABILITY OF HAME AUTOMATIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID DIRECTLY BY THE CLIENT TO HAME AUTOMATIONS FOR THE SPECIFIC SERVICE DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

7. PRIVACY AND DATA PROCESSING

The processing of personal and commercial data collected through our services is governed by our Privacy Policy, which is incorporated into this Agreement by reference.

By using our services, the Client acknowledges and agrees to the practices described in our Privacy Policy. Additionally, specific technical and legal obligations regarding the processing of the Client's end-user data are governed by our Data Processing Agreement (DPA), which is attached to these terms as Exhibit A.

EXHIBIT A: DATA PROCESSING AGREEMENT (DPA)

This Data Processing Agreement ("DPA") forms an integral part of the Terms of Service ("Principal Agreement") between HAME TOUR & TRAVELS CORP, doing business as HAME Automations ("Processor"), and the Client ("Controller").

1. DEFINITIONS

- **"Data Controller"** refers to the Client, who determines the purposes and means of the processing of end users' personal data.
- **"Data Processor"** refers to HAME Automations, who processes personal data solely on behalf of the Controller and according to their documented instructions.
- **"Personal Data"** means any information relating to an identified or identifiable natural person provided by end users through interactions with the AI agent ("Vicky").
- **"Subprocessor"** means any third party engaged by HAME Automations to assist in the processing of Personal Data.

2. PURPOSE AND SCOPE OF PROCESSING

The Processor will process Personal Data for the sole and exclusive purpose of providing the Artificial Intelligence agent services ("Vicky") described in the Principal Agreement, which include automated interaction, commercial pre-qualification, and appointment scheduling. The duration of the processing will coincide with the term of the Controller's subscription.

3. PROCESSOR OBLIGATIONS (HAME AUTOMATIONS)

HAME Automations agrees to:

- A. Process Personal Data only on documented instructions from the Controller.
- B. Ensure that persons authorized to process the Personal Data (employees, contractors) have committed themselves to strict confidentiality.
- C. Not sell, retain, use, or disclose Personal Data for any purpose other than the direct provision of the stipulated service.
- D. Under no circumstances use the Personal Data provided by the Controller to train, improve, or fine-tune its own or third-party foundational Large Language Models (LLMs).

4. AUTHORIZED SUBPROCESSORS

The Controller authorizes HAME Automations to engage Subprocessors for the provision of the service. Initial authorized Subprocessors include cloud infrastructure providers, artificial intelligence model providers via API (e.g., Anthropic, Google Gemini), and messaging platform providers (e.g., Meta Platforms). HAME Automations will impose data protection obligations equivalent to those set out in this DPA on such Subprocessors.

5. SECURITY MEASURES AND BREACH NOTIFICATION

HAME Automations will implement reasonable technical and organizational security measures designed to protect Personal Data against unauthorized destruction, loss, alteration, or disclosure. In the event of a security breach affecting the Controller's Personal Data, HAME Automations will notify the Controller without undue delay after becoming aware of the incident, providing the necessary information for the Controller to fulfill its own notification obligations under applicable laws (including Florida's FIPA).

6. ASSISTANCE TO THE CONTROLLER

Taking into account the nature of the processing, HAME Automations will assist the Controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Controller's obligation to respond to requests for exercising end users' privacy rights (e.g., requests for access, correction, or deletion of data).

7. DELETION OF DATA

Upon termination of the Principal Agreement or cancellation of the Client's account, HAME Automations will, at the choice of the Controller, securely delete or return all processed Personal Data, unless applicable law requires or permits its continued storage.

EXHIBIT B: SERVICE LEVEL AGREEMENT (SLA)

1. AVAILABILITY COMMITMENT (COMMERCIAL BEST EFFORTS)

HAME Automations will use commercially reasonable efforts to make the platform and the virtual agent ("Vicky") available and operational, aiming for a monthly uptime percentage of 99.0%. However, the Client acknowledges and agrees that this percentage represents an operational and technical target and does not constitute a strict legal warranty or a binding commitment of uninterrupted uptime.

2. DEFINITION OF DOWNTIME

For internal measurement purposes, "Downtime" is defined as any continuous period exceeding five (5) minutes in which the virtual agent service is entirely inaccessible or unable to process incoming messages due to technical failures occurring exclusively and directly on the servers or internal infrastructure under the absolute control of HAME Automations.

3. SCHEDULED MAINTENANCE

Downtime will not include necessary interruptions for software updates, security patch installations, system upgrades, or routine maintenance of technical infrastructure ("Scheduled Maintenance"). HAME Automations will make reasonable efforts to notify the Client in advance via the dashboard or email regarding any Scheduled Maintenance requiring temporary service suspension, and will endeavor to schedule such maintenance windows outside of peak commercial traffic hours.

4. LIMITATION OF CREDITS AND REMEDIES

During this phase of the Services, HAME Automations operates strictly under a "commercially reasonable best efforts" model. Temporary interruptions, connection failures, artificial intelligence response latency, or downtimes will not entitle the Client to claim or receive service credits, partial refunds, prorations, or financial compensation of any kind. The sole and exclusive remedy available to the Client for prolonged downtimes, interruptions, or dissatisfaction with system performance shall be to exercise their right to cancel the subscription in accordance with the cancellation policy stipulated in the main Terms of Service.

5. SLA EXCLUSIONS

Any performance metric and operational target of HAME Automations expressly excludes, and the Company shall not be held liable for, interruptions, performance issues, or unavailability caused directly or indirectly by:

A. Factors outside of HAME Automations' reasonable control, including acts of God or force majeure events (such as natural disasters, acts of terrorism, war, strikes, massive global internet service failures, or power grid outages).

B. Failures, suspensions, speed throttling, algorithm or API changes, or downtimes of third-party platforms, language models, and providers (including, notably and without limitation, outages on Meta Platforms/WhatsApp servers, Anthropic, Google Gemini, or cellular network provider interruptions).

C. Actions, omissions, or inactions of the Client or third parties acting on their behalf, including incorrect system configurations, improper handling of credentials, or violations of the Acceptable Use Policies of HAME Automations or its external technological providers.

D. Account suspensions or blocks by external platforms, or by HAME Automations due to non-payment, suspected fraud, or violations of the Terms of Service.