

Terms and Conditions

Last updated: December 14, 2023

Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Account** means a unique account created for You to access our Service or parts of our Service.
- **Country** refers to: Florida, United States
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Dapta LLC, 990 Biscayne Blvd, Miami, FL 33132.
- **Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- **Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- **Free Trial** refers to a limited period of time that may be free when purchasing a Subscription.
- **Promotions** refer to contests, sweepstakes or other promotions offered through the Service.
- **Service** refers to the Website.
- **Subscriptions** refer to the services or access to the Service offered on a subscription basis by the Company to You.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to Dapta, accessible from <https://daptatech.com> and <https://dapta.ai>
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Subscriptions

Subscription period

The Service or some parts of the Service are available only with a paid Subscription. You will be billed in advance on a recurring and periodic basis (such as daily, weekly, monthly or annually), depending on the type of Subscription plan you select when purchasing the Subscription.

At the end of each period, Your Subscription will automatically renew under the exact same conditions unless You cancel it or the Company cancels it.

Subscription cancellations

You may cancel Your Subscription renewal either through Your Account settings page or by contacting the Company. You will not receive a refund for the fees You already paid for Your current Subscription period and You will be able to access the Service until the end of Your current Subscription period.

Billing

You shall provide the Company with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information.

Should automatic billing fail to occur for any reason, the Company will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Fee Changes

The Company, in its sole discretion and at any time, may modify the Subscription fees. Any Subscription fee change will become effective at the end of the then-current Subscription period.

The Company will provide You with reasonable prior notice of any change in Subscription fees to give You an opportunity to terminate Your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes Your agreement to pay the modified Subscription fee amount.

Refunds

Except when required by law, paid Subscription fees are non-refundable.

Certain refund requests for Subscriptions may be considered by the Company on a case-by-case basis and granted at the sole discretion of the Company.

Free Trial

The Company may, at its sole discretion, offer a Subscription with a Free Trial for a limited period of time.

You may be required to enter Your billing information in order to sign up for the Free Trial.

If You do enter Your billing information when signing up for a Free Trial, You will not be charged by the Company until the Free Trial has expired. On the last day of the Free Trial period, unless You canceled Your Subscription, You will be automatically charged the applicable Subscription fees for the type of Subscription You have selected.

At any time and without notice, the Company reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

Promotions

Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

If You participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

User Accounts

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify and exploit such Feedback without restriction.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Service Level Agreement (SLA) - Service Guidelines

This Service Level Agreement ("SLA") is established between Dapta LLC, hereinafter referred to as "the Company," and the User, hereinafter referred to as "the Subscriber." This SLA outlines the service levels that will apply to the subscription services offered by the Company, as per the previously established Terms and Conditions.

Definitions

- **Infrastructure Availability (IA):** Refers to the capacity for end-users to access the infrastructure through the cloud-hosted environment; excludes the specific functionality of the software in the accessed environment.
- **Guaranteed Response Time (GTI):** The time elapsed from the notification of an incident in monitoring tools or from a notification made by the Subscriber to the Company's support department to the initiation of Support operation.
- **Guaranteed Resolution Time (GRT):** The time for Service restoration, from the start of the intervention (see GTI) to the end of the incident.
- **Application Error (AE):** Signifies a failure in the Software's operation according to the documentation, resulting in the inability to use or a material restriction in the use of the Software.
- **Working Hours:** The period between 9:00 and 17:00 ,Eastern Time, on any business day.
- **Applicable Monthly Period:** For a natural month in which a monthly subscription fee is paid, the number of days you are subscribed to a Service.

Infrastructure Availability Priority Levels

- **Priority Level 1:** Defect causing total unavailability of the Service for all users.
- **Priority Level 2:** Defect having significant adverse effects on the Subscriber's business or the unavailability of isolated critical mission functionalities, significantly reducing access to the Service.
- **Priority Level 3:** Error/Defect causing the unavailability of certain minor functionalities of the Service.

Infrastructure Availability Response Times

The company will respond to Service Availability interruptions according to the following table:

Priority Level	GTI (Business Hours)
1	1 Hour
2	2 Hours
3	4 Hours

Infrastructure Availability Resolution Times

The company commits to resolving incidents according to the following times:

Priority Level	GRT (Business Hours)
1	6 Hours
2	12 Hours
3	24 Hours

AE Priority Levels

The priority levels for application errors are determined based on the severity of the application error or incident as follows:

AE Levels	Description
1	Critical Defects: The system or a component is unusable, catastrophically fails, or ceases to provide documented critical and mission-critical functions. This has a critical impact on the Licensee's business, potentially stopping physical production processes. The Licensee does not have an easily viable solution to restore operation or functionality.
2	Major Defects: The system or a component is not fully functional. There may be significant restrictions on functionality; the system performs most documented functions but not all.
3	Significant Defects: The system operates with restrictions on certain functions, but these are not material to the operation of the business.
4	Minor Defects: The system is usable but subject to minor inconveniences that are not critical to business operations. There is an easily available solution. Other issues that are not severity levels 1, 2, or 3.

Objective Resolution Times for AE (Adjusted)

The resolution times for different severity levels of application errors are as follows:

Error Level	Objective Resolution
1	Critical Defects: The company will treat the problem with priority, dedicating full-time resources to resolve it expeditiously. The goal is to achieve resolution within 8 hours with all reasonable and commercially viable efforts.
2	Major Defects: The company will make all reasonable efforts to resolve or correct the problem diligently, aiming for resolution within 48 hours with all reasonable and commercially viable efforts.
3	Significant Defects: The company will make commercially reasonable efforts to produce a solution, providing a permanent solution in the next iteration of the software version.

4	Minor Defects: The company will respond and resolve the problem in a commercially reasonable manner, considering the specific nature of the problem and its impact. An attempt will be made to resolve the issue when feasible or provide a permanent solution in the next iteration of the software version.
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Discount for Infrastructure Availability

If the Infrastructure Availability Rate (720 hours per month) is below the guaranteed levels below in any month, the Monthly Subscription Fee for the following month will be reduced as follows:

Infrastructure Availability Rate	Monthly Subscription Discount (%)
< 99.0%	10
< 95.0%	30
< 90.0%	50
< 80.0%	100

Discount for Infrastructure Availability

This SLA and applicable service levels do not apply to any performance or availability issues:

- Due to factors beyond our reasonable control (e.g., natural disasters, wars, acts of terrorism, riots, government actions, or a failure of the network or devices external to our data centers, even on your site or between your site and our data center).
- Resulting from the use of services, hardware, or software not provided by us, including, but not limited to, issues arising from inadequate bandwidth or related to third-party software or services.
- Caused by your use of a Service after we have advised you to modify your use of the Service if you did not modify your use as advised.
- Resulting from your unauthorized action or failure to act when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network through your passwords or equipment, or resulting from your failure to comply with proper security practices.
- Resulting from your failure to meet required configurations, use compatible platforms, follow acceptable use policies, or use the Service in a manner inconsistent with the features and functionality of the Service (e.g., attempts to perform unsupported operations) or inconsistent with our published guidance.
- For reserved licenses but unpaid at the time of the incident.

This Service Level Agreement is an integral part of the Terms and Conditions. Any breach of guaranteed service levels entitles the Subscriber to the specified discounts. The Company will strive to maintain high standards of service and customer satisfaction.

Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included

thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

United States Federal Government End Use Provisions

If You are a U.S. federal government end user, our Service is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require

such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

By visiting this page on our website: <https://www.daptatech.com/contact-us>