

ABH CONCLAVE

TERMS OF SERVICE

Effective Date: 23 September 2026

These Terms of Service ("Terms") govern your access to and use of ABH Conclave (the "Service"), an AI-powered advisory platform operated by ABH Conclave Inc., a corporation organized under the laws of the State of Nevada, United States, with its principal place of business at 3495 Lakeside Drive # 1064, Reno, Nevada 89509 ("ABH", "we", "us", or "our"). By creating an account, subscribing to a paid plan, accessing the Service via abhconclave.com, or otherwise using the Service, you ("Customer", "you", or "your") agree to be bound by these Terms.

If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind that entity, and "Customer" and "you" refer to that entity. If you do not have such authority, or if you do not agree with these Terms, you must not accept these Terms and may not use the Service.

These Terms incorporate by reference the ABH Conclave Privacy Policy, the Acceptable Use Policy set out herein, and any order form, plan description, or other written agreement executed between ABH and Customer (each, an "Order"). In the event of a conflict between an executed Order and these Terms, the executed Order controls solely for the subject matter of that Order.

Important terms — please read before accepting

These Terms contain provisions that may be unusual or onerous for a business customer and that you are asked to accept specifically, by a separate tick, when you submit the billing information form: automatic renewal of your Subscription until cancelled (Section 5.3); limitations and exclusions of ABH's liability (Sections 14.2 and 14.3); your indemnification of ABH, including for your use of Output (Section 15); and the choice of Nevada law and the exclusive jurisdiction of the courts of Nevada (Section 17). Please read those Sections in full. A durable copy of these Terms is provided to you by email when your billing information is received, and the current version is always available at abhconclave.com.

Nothing in this box changes the meaning of the Sections it refers to.

1. Definitions

"Advisor" or "Archetype-Advisor" means one of the AI-generated advisory personas made available within the Service, each synthesized from published management and operational frameworks, as further described in Section 3.

"Board Session" means the multi-advisor deliberation feature of the Service in which available Archetype-Advisors respond to a question, peer-review one another, and produce a synthesized

output. This feature was previously named, and may still be referred to in the Service and in earlier materials as, "Convene Mode"; both names refer to the same feature.

"Customer Content" means any text, files, documents, prompts, or other materials submitted by Customer or its Authorized Users to the Service, including content uploaded for the purpose of generating advisory output.

"Authorized User" means an individual employee, contractor, or invited guest of Customer who is permitted to access the Service under Customer's subscription, subject to seat limits and the tier-specific access rules in Section 5.

"Output" means any response, analysis, document, recommendation, or other material generated by an Archetype-Advisor or a Board Session in response to Customer Content.

"Subscription" means a paid plan to access the Service at a particular tier (Lite, Full Board, or Unlimited) for a specified term and price, as described on the Service or in an Order.

"Subprocessor" means a third-party service provider that processes data or hosts infrastructure on behalf of ABH in connection with the Service. A current list is maintained in the Privacy Policy.

2. Acceptance and Eligibility

2.1 Acceptance. You accept these Terms by (a) clicking "I agree" (or a similar mechanism) when registering for an account; (b) executing an Order that references these Terms; or (c) checking the acceptance box and submitting the billing information form requested by ABH following acceptance of Customer's application; or (d) using the Service in any manner.

2.2 Eligibility. The Service is intended for business and professional use by entities and individuals aged 18 or over. By accepting these Terms, you represent and warrant that you (i) are at least 18 years of age; (ii) have full legal capacity to enter into binding agreements; and (iii) are not located in, under the control of, or a national or resident of any country or person subject to comprehensive sanctions imposed by the European Union, the United Nations, the United Kingdom, or the United States.

2.3 No consumer use. The Service is not directed to, and is not intended for, individual consumers acting outside the scope of a trade, business, craft, or profession. Customer represents that it is entering into these Terms as a business user.

3. Description of the Service

3.1 Overview. ABH Conclave is a software-as-a-service application that provides AI-generated advisory output through a defined set of "Archetype-Advisors," each of which is a configured AI persona drawing on published management, strategy, operations, and personal-effectiveness frameworks. The Service is informational and advisory in nature.

3.2 Archetype-Advisors. As of the Effective Date, the Service offers seven Archetype-Advisors organized into two lanes:

- **Business Lane:** The Strategist, The Operator, The Brand Builder, and The Capital Allocator.
- **Operator Lane:** The Execution Coach, The Resilience Coach, and The Scaler.

The set of Archetype-Advisors, their underlying frameworks, and their capabilities may evolve over time. ABH reserves the right to add, modify, retire, or rename Archetype-Advisors in its sole discretion, provided that any material reduction in functionality of a Subscription will be subject to Section 14.

3.3 Consultation modes. The Service is delivered through two modes: (a) 1:1 Session, in which an Authorized User interacts with a single Archetype-Advisor on a tactical question; and (b) a Board Session, in which multiple Archetype-Advisors weigh in on a single question through a three-step deliberation process. Board Sessions are subject to per-tier frequency caps and may be subject to additional rate-limits at ABH's discretion to protect Service availability.

3.4 Advice only. The Service is advice-only. Archetype-Advisors provide analysis, recommendations, and next steps; they do not execute tasks in, or take actions through, third-party systems on Customer's behalf.

3.5 No professional services. Unless expressly agreed in a separate written Order, ABH is not providing legal, financial, tax, accounting, medical, psychological, or any other professional services through the Service. The Service is software, not a professional services engagement.

3.6 Voice features. Certain fields within the Service accept spoken input as an alternative to typing, and certain text within the Service may be read aloud in a synthetic voice. Voice features are optional: every field that accepts speech also accepts typed text, and the Service is fully usable without them. Speech is transcribed, and synthetic speech is generated, on ABH's own infrastructure in the European Economic Area; no third-party speech-recognition or speech-synthesis provider receives Customer's audio or the text read aloud. Transcription is automated and is not guaranteed to be accurate; the Authorized User is shown the transcribed text and is responsible for reviewing and correcting it before submitting it. Voice audio is handled as described in Section 8.8 and in the Privacy Policy.

4. Account Registration; Admin and User Roles

4.1 Registration. To use the Service, Customer must register an account through abhconclave.com or another channel designated by ABH and provide accurate, current, and complete information. Customer is responsible for maintaining the security of its account credentials and for all activity that occurs under its account.

4.2 Administrator. Each Subscription is associated with one designated administrator ("Administrator"). The Administrator is responsible for: (a) adding and removing Authorized Users; (b) managing seat allocation within the Subscription's seat limits; (c) approving Authorized Users' access to Customer Content; and (d) acting as the billing and contractual point of contact.

4.3 Authorized Users. Authorized Users may use the Service strictly within the scope of the Administrator's grant and these Terms. Customer is responsible for ensuring that each Authorized

User complies with these Terms, and Customer shall be liable for any act or omission of an Authorized User that would constitute a breach of these Terms if committed by Customer.

4.4 Guest seats. The Full Board tier supports "guest seats" intended for outside advisors, board members, or other third parties invited by Customer. A guest occupies a seat and is subject to the seat limits and seat fees described in Sections 5.1 and 5.7; a guest seat beyond those included in Customer's tier is chargeable in the same way as any other additional seat. Customer is responsible for any guest's compliance with these Terms and for promptly revoking guest access when no longer required.

4.5 Account security. Customer shall notify ABH at hello@abhconclave.com promptly upon becoming aware of any unauthorized access to or use of its account. ABH is not liable for any loss arising from unauthorized access that could have been prevented by Customer's reasonable security practices, including the use of strong, unique passwords and the protection of authentication credentials.

5. Subscriptions, Fees, and Billing

5.1 Tiers. The Service is offered in three subscription tiers: Lite, Full Board, and Unlimited. Each tier is associated with a specific scope of functionality (including the set of Archetype-Advisors made available and the Board Session allowance) and a specific price in EUR, USD, and GBP. Current pricing and tier definitions are published at abhconclave.com or in the applicable Order.

5.2 Currency. Customer selects a billing currency at the time of application, and that currency applies for the life of the account. Pricing in each supported currency is fixed independently; the prices are not converted using a runtime exchange rate. Customer may not change billing currency, at renewal or mid-term. Moving to a different billing currency requires cancelling the existing Subscription and applying for a new one. Customer acknowledges that cancellation permanently deletes all Customer Content in accordance with Section 8.7, that no copy is retained, and that Customer Content does not transfer to a new account.

5.3 Term. Subscriptions are offered on a monthly or annual term. Monthly subscriptions renew automatically on each monthly anniversary; annual subscriptions renew automatically on each annual anniversary, in each case unless cancelled in accordance with Section 5.6. Renewal causes a renewal invoice to be issued in accordance with Section 5.4; it does not of itself result in a charge to any payment method.

5.4 Payment. Fees are invoiced through the third-party payment processor designated by ABH (currently Stripe). ABH issues an invoice on acceptance of Customer's application and on each subsequent renewal. Customer may pay an invoice by any of the methods ABH makes available on that invoice, which may include payment card, bank transfer, and direct debit; the methods available may differ between invoices and between countries. Invoices are payable in the billing currency selected under Section 5.2, and are due within fourteen (14) days of the invoice date unless a different period is stated on the invoice. Where Customer elects to store a payment method, Customer authorizes ABH and its payment processor to charge that method for applicable fees, including renewals, seat charges,

and any taxes, and Customer is responsible for keeping that information current. Customer is responsible for any charge its own bank or an intermediary bank deducts from a transfer.

5.5 Taxes. Stated prices are exclusive of value-added tax (VAT), goods and services tax (GST), sales tax, and other applicable taxes, unless expressly stated otherwise. ABH will collect and remit taxes where required by applicable law. Customer is responsible for any withholding taxes imposed on payments under these Terms.

5.6 Cancellation. Customer may cancel its Subscription at any time through the Service. Cancellation takes effect at the end of the then-current billing period. Customer remains responsible for fees accrued through the effective cancellation date. Except as required by mandatory applicable law (including any applicable consumer-protection law), fees paid are non-refundable.

5.7 Seat changes. Customer may add or remove seats within its Subscription through the Service, and may reassign a seat to a different individual at any time. A seat added takes effect immediately and is not charged at the point of addition. Seat fees are invoiced monthly, on a monthly billing date, whether the Subscription term is monthly or annual. A seat removed takes effect at the next monthly billing date. Seat fees already invoiced are not refunded, except as required by mandatory applicable law.

5.8 Late payment. Without prejudice to ABH's other rights, ABH may suspend access to the Service if any undisputed payment is more than fourteen (14) days overdue, after written notice (which may be by email). Suspension is not termination. Customer Content is retained during a suspension and access is restored when the outstanding invoice is settled. Termination, and the deletion of Customer Content that follows it, is governed by Section 16.

5.9 Price changes. ABH may change the fees for any Subscription tier upon at least thirty (30) days' prior notice. Price changes take effect at the start of the next renewal term following the notice period.

5.10 Fair use. Subscriptions described as "Unlimited" carry no fixed monthly quota but remain subject to reasonable fair-use limits that ABH may apply to preserve advisory quality and service stability, including limits on the number of Board Sessions initiated per calendar day. Current fair-use limits are available from support on request. ABH will apply such limits in good faith and will not use them to deprive Customer of the substantial benefit of the Subscription.

5.11 Commencement of access. Access to the Service begins when ABH accepts Customer's application and confirms the Subscription, which may precede payment of the first invoice. Acceptance is at ABH's discretion and is not automatic. ABH confirms the Subscription once Customer has submitted the billing information ABH requests and ABH has confirmed that information is complete and correct; the first invoice is issued at that point. The invoice is payable in accordance with Section 5.4.

6. License and Acceptable Use

6.1 License to use the Service. Subject to these Terms and to payment of applicable fees, ABH grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right during the term of the Subscription for Customer and its Authorized Users to access and use the Service for Customer's internal business purposes.

6.2 Acceptable use. Customer shall not, and shall not permit any Authorized User or third party to:

- (a) use the Service in a manner that violates any applicable law, regulation, court order, or third-party right;
- (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying models, model weights, prompts, or training data of the Service, except to the extent such restriction is prohibited by applicable law;
- (c) use the Service to build, train, or improve any competing AI model, system, or service, including by extracting, scraping, or otherwise systematically collecting Output for that purpose;
- (d) submit Customer Content that infringes, misappropriates, or violates any intellectual property, privacy, publicity, contractual, or other right of any person, or that is unlawful, harmful, threatening, defamatory, obscene, harassing, or otherwise objectionable;
- (e) use the Service to generate or distribute content that could reasonably be expected to cause harm to individuals or organizations, including malware, phishing material, content designed to facilitate fraud, child sexual abuse material, or content that incites violence;
- (f) circumvent or attempt to circumvent any rate limit, seat limit, tier restriction, or other technical or contractual limitation of the Service;
- (g) share Authorized User credentials with persons who are not Authorized Users; or
- (h) use the Service to make decisions that produce legal or similarly significant effects concerning natural persons (including hiring, lending, insurance, or housing decisions) without independent human review by a qualified person.

6.3 Suspension for misuse. ABH may suspend or terminate access to the Service, in whole or in part, if Customer or any Authorized User violates this Section 6. Where reasonably practicable and consistent with the protection of the Service and other customers, ABH will provide notice and an opportunity to cure.

7. AI-Generated Output — Critical Disclaimers

Customer's attention is specifically drawn to this Section 7. Customer acknowledges and agrees that the following provisions are a material part of these Terms and a condition of ABH's willingness to provide the Service.

7.1 Nature of AI Output

The Service uses large language models and related artificial intelligence systems to generate Output. AI-generated content is probabilistic, not deterministic: the same prompt may produce different outputs at different times, and the Service does not retrieve fixed answers from a database. Output is generated based on patterns learned from training data and on the context provided in the user's session, including Customer Content. The Output is not a statement of fact, a professional opinion, or a guarantee.

7.2 Hallucination and Accuracy Disclaimer

AI systems, including those underlying the Service, are known to produce content that is incorrect, incomplete, outdated, biased, internally inconsistent, or entirely fabricated (a phenomenon commonly referred to as "hallucination"). This may include, without limitation: invented citations, invented statistics, invented case law, invented quotations, invented historical events, plausible-but-wrong calculations, and confidently stated falsehoods. ABH does not warrant that any Output is accurate, complete, current, reliable, or fit for any particular purpose. Customer is solely responsible for independently verifying any Output before relying on it for any purpose.

7.3 Not Professional Advice

The Service is not, and Archetype-Advisor Output is not, a substitute for advice from a qualified human professional. Without limiting the foregoing, Output does not constitute and shall not be relied on as:

- legal advice, legal counsel, or the practice of law;
- financial, investment, securities, or tax advice or recommendations;
- accounting, audit, or assurance services;
- medical, mental health, psychiatric, or psychological diagnosis or treatment;
- regulatory compliance certification;
- an offer to sell, or a solicitation of an offer to buy, any security or other financial instrument;
- or
- any other regulated or licensed professional service.

Customer is solely responsible for obtaining qualified human professional advice, licensed in the relevant jurisdiction, before taking any action with legal, financial, medical, or other significant consequences. References within Output to "advice", "recommendation", "analysis", "verdict", "the board says", or similar formulations are stylistic conventions of the Archetype-Advisor format and do not constitute professional advice.

7.4 Customer Responsibility for Decisions

Customer acknowledges and agrees that any decision Customer or any Authorized User makes, or any action Customer or any Authorized User takes, on the basis of Output is Customer's sole responsibility. ABH has no role in, knowledge of, or responsibility for any business decision, hiring decision, financial decision, contracting decision, personnel decision, strategic decision, or other action that Customer takes in reliance on Output. Customer agrees to exercise independent judgment, apply appropriate human review proportionate to the consequences of the decision, and seek qualified professional advice where appropriate.

7.5 No Fiduciary or Advisory Relationship

Nothing in these Terms or in the Service creates a fiduciary, advisory, attorney-client, accountant-client, physician-patient, therapist-client, or other professional relationship between ABH (or any of its affiliates, employees, or contractors) and Customer or any Authorized User. The Archetype-Advisors

are AI personas, not licensed professionals, and do not owe Customer any duty of care, loyalty, or confidentiality beyond what is expressly provided in these Terms and the Privacy Policy.

7.6 Reliance Limitations

Without limiting any other provision of these Terms, Customer agrees that the Service is not designed or intended for, and shall not be used as the sole basis for, any of the following: (a) decisions involving substantial financial commitments without independent professional review; (b) decisions involving legal rights or obligations without legal counsel; (c) decisions involving the health, safety, or wellbeing of any person; (d) employment decisions, including hiring, termination, performance evaluation, or compensation; (e) decisions involving the operation of safety-critical systems; or (f) any use case prohibited by Section 6.2(h).

7.7 Third-Party Information

Output may incorporate, reference, summarize, or paraphrase third-party material, including frameworks, methodologies, books, articles, and other content. ABH does not endorse, sponsor, or guarantee the accuracy of any such third-party material, and inclusion of third-party material in Output does not imply any affiliation between ABH and the third party. Customer is responsible for evaluating third-party references in Output and for complying with any third-party terms applicable to the use of such material.

8. Customer Content

8.1 Ownership. As between the parties, Customer retains all right, title, and interest in and to Customer Content. ABH claims no ownership over Customer Content.

8.2 License to ABH. Customer grants ABH a worldwide, non-exclusive, royalty-free, fully paid-up license, during the term of the Subscription and for a reasonable period thereafter as needed to wind down operations, to host, store, transmit, process, display, and create derivative works of Customer Content solely as necessary to: (a) provide the Service to Customer and its Authorized Users; (b) generate Output in response to Customer Content; (c) maintain, secure, and improve the Service in accordance with the Privacy Policy; (d) comply with applicable law; and (e) enforce these Terms.

8.3 No training on Customer Content. ABH does not use Customer Content to train, fine-tune, or otherwise improve any foundation AI model, whether ABH's own or any third party's. ABH has contractual commitments with its underlying AI subprocessors (including, as of the Effective Date, Anthropic) prohibiting the use of Customer Content to train their models. The vector embeddings generated from Customer Content for retrieval purposes are scoped to Customer's tenant and are not used to train any embedding model.

8.4 Customer warranties regarding Customer Content. Customer represents and warrants that: (a) it has all rights necessary to submit Customer Content to the Service and to grant the license in Section 8.2; (b) Customer Content does not infringe, misappropriate, or violate any third-party intellectual property, privacy, publicity, or contractual right; and (c) Customer Content does not contain, and

Customer will not knowingly submit, special categories of personal data (as defined in the European Union General Data Protection Regulation) or other sensitive personal information unless Customer has a lawful basis to do so and has notified ABH in writing in advance.

8.5 Output. Subject to Customer's compliance with these Terms, and as between the parties, Customer owns the Output generated specifically in response to its prompts and Customer Content, except that: (a) ABH retains all right, title, and interest in and to the underlying Service, models, prompts, templates, Archetype-Advisor designs, and any pre-existing or general-purpose materials; (b) the Service may generate similar or identical Output for different customers, and Customer acknowledges that Output is not, and is not represented to be, unique; and (c) Output carries provenance marking applied by ABH's AI subprocessor, as described in Section 5 of the Privacy Policy. Such marking is imperceptible in normal use, identifies the content as machine-generated rather than identifying Customer, any Authorized User, or the contents of Customer's dossier, and is applied and controlled by the subprocessor. ABH does not add, alter, or remove it, cannot disable it, and does not warrant that Output is or can be made undetectable as machine-generated content. The grant in this Section 8.5 is subject to applicable law and to the rights of third parties; ABH does not represent that Output is protectable by copyright or other intellectual property right, or that Customer's rights in Output are exclusive.

8.6 Aggregated and de-identified data. ABH may generate and use aggregated, anonymized, or de-identified data derived from operation of the Service (for example, usage statistics, error rates, performance metrics) for any lawful business purpose, including service improvement, analytics, and benchmarking, provided that such data does not identify Customer, any Authorized User, or any natural person.

8.7 Storage, deletion, and no backups. (a) Customer Content (the Customer's dossier — uploads, sessions, and the living record) is stored on ABH's own database infrastructure located in the European Economic Area. This content database is not backed up. (b) When Customer deletes Customer Content, deletes its account, or cancels or terminates its Subscription, that content is permanently removed from ABH's database at that point; because the database is not backed up, ABH retains no copy and cannot recover it. There is no grace period, holding period or export window during which a copy is kept. (c) Customer is solely responsible for retaining its own copies of any Customer Content or Output it wishes to keep, and ABH is not liable for loss of Customer Content, including loss caused by deletion or by infrastructure failure. (d) To generate Output, ABH transmits only query-relevant excerpts of Customer Content, together with the active session's messages, to its AI model provider (a subprocessor); ABH does not transmit Customer's full stored dossier. Under ABH's current subprocessor terms, the provider may retain this transient input and output data for up to thirty (30) days for security and abuse-prevention before deleting it, and ABH does not control this provider-side retention window. A zero- or short-retention arrangement with the provider is not currently available to ABH; if obtained, the window will be reduced and this Section updated. (e) Account and billing records, which are not Customer Content, are retained as required by applicable law and as described in the Privacy Policy.

8.8 Voice audio. (a) Audio captured when an Authorized User uses voice input is transmitted to ABH's own transcription service, transcribed, and discarded. It is held in memory only for the duration of transcription; it is never written to persistent storage, never written to ABH's logs, never backed up, and is not used to train, fine-tune or otherwise improve any model. No third party receives it. (b) Transcribed text, once submitted by the Authorized User, is Customer Content and is

subject to the whole of this Section 8. (c) ABH does not use voice audio, or any measurement derived from it, to identify or authenticate any individual, does not create voiceprints or other biometric templates, and does not run speaker-identification, emotion-detection or sentiment-analysis on voice. (d) Transcription is automated and may contain errors. Customer acknowledges that the Authorized User is able to read and correct transcribed text before submitting it, that ABH does not warrant the accuracy of any transcription, and that Section 7 applies to Output generated from transcribed text as it does to Output generated from typed text.

9. Intellectual Property

9.1 ABH IP. ABH and its licensors retain all right, title, and interest in and to the Service, including all software, models, prompts, Archetype-Advisor designs, training data, documentation, trademarks, service marks, logos, trade dress, and other intellectual property. No rights are granted to Customer by implication, estoppel, or otherwise except as expressly set forth in these Terms.

9.2 Feedback. If Customer provides any suggestions, ideas, enhancement requests, feedback, or recommendations regarding the Service ("Feedback"), Customer grants ABH a perpetual, irrevocable, worldwide, royalty-free, sublicensable license to use, modify, and exploit the Feedback for any purpose, without any obligation to Customer.

9.3 Trademarks. "ABH Conclave", "ABH", the Archetype-Advisor names ("The Strategist", "The Operator", "The Brand Builder", "The Capital Allocator", "The Execution Coach", "The Resilience Coach", "The Scaler"), and associated logos are trademarks or service marks of ABH Conclave Inc.. Customer may not use these marks without ABH's prior written consent, except for nominative fair use in describing the Service.

10. Privacy and Data Protection

10.1 Privacy Policy. ABH's processing of personal data in connection with the Service is governed by the ABH Conclave Privacy Policy, which is incorporated by reference into these Terms. Customer should review the Privacy Policy before using the Service.

10.2 Data Processing. To the extent ABH processes personal data on behalf of Customer in providing the Service, ABH acts as a "processor" (or equivalent) and Customer acts as a "controller" (or equivalent) within the meaning of the General Data Protection Regulation (EU) 2016/679 ("GDPR") and, where applicable, the United Kingdom GDPR. The parties will execute a Data Processing Addendum on request, which forms part of these Terms when executed.

10.3 Data residency. As at the Effective Date, Customer Content is stored and processed within the European Economic Area (EEA), with primary infrastructure located in Frankfurt, Germany. AI inference may transit to the data centers of ABH's AI subprocessors, which may be located outside the EEA, subject to appropriate transfer safeguards (including Standard Contractual Clauses where applicable). ABH will give Customer at least thirty (30) days' prior written notice before changing the region in which Customer Content is stored at rest. If such a change is material to Customer, Customer

may terminate its Subscription on written notice given before the change takes effect and receive a pro-rata refund of prepaid fees for the unused portion of the then-current term.

10.4 Security. ABH implements technical and organizational measures designed to protect Customer Content from unauthorized access, alteration, disclosure, or destruction, as further described in the Privacy Policy. No system is fully secure, and ABH does not warrant that the Service will be free from security incidents.

11. Third-Party Services and Subprocessors

11.1 Subprocessors. The Service is delivered with the assistance of third-party subprocessors, including providers of foundation AI models, embedding models, database hosting, application hosting, payment processing, marketing and customer-relationship infrastructure, support tooling, and email delivery. A current list of subprocessors is maintained in the Privacy Policy.

11.2 Third-party terms. Where the Service integrates with or surfaces third-party tools, Customer's use of those third-party tools is governed by the third party's own terms of service and privacy policy. ABH is not responsible for the acts or omissions of third-party providers beyond the contractual commitments ABH has with those providers.

11.3 Changes to subprocessors. ABH may add, remove, or change subprocessors in its sole discretion, provided that ABH will: (a) update the list in the Privacy Policy; and (b) where Customer has executed a Data Processing Addendum, comply with the notification and objection mechanism set out in that addendum.

12. Confidentiality

12.1 Definition. "Confidential Information" means any non-public information disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party") that is identified as confidential or that would reasonably be understood to be confidential given its nature or the circumstances of disclosure. Customer Content is the Confidential Information of Customer. The Service, its features, pricing not otherwise published, and ABH's roadmap are the Confidential Information of ABH.

12.2 Obligations. The Receiving Party shall: (a) use Confidential Information only as necessary to exercise its rights and perform its obligations under these Terms; (b) protect Confidential Information with at least the same degree of care it uses to protect its own information of like importance, and in no event less than reasonable care; and (c) not disclose Confidential Information to any third party except to its employees, contractors, advisors, and subprocessors who have a need to know and who are bound by confidentiality obligations no less protective than those in this Section 12.

12.3 Exclusions. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was rightfully known to the Receiving Party without restriction prior to disclosure; (c) is rightfully received from a third party without restriction; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

12.4 Compelled disclosure. The Receiving Party may disclose Confidential Information to the extent required by law, court order, or regulatory authority, provided that, where legally permitted, it gives the Disclosing Party reasonable advance notice and cooperates with the Disclosing Party's efforts to limit disclosure.

13. Disclaimers of Warranty

13.1 "As is" basis. EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, THE SERVICE AND ALL OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ABH AND ITS LICENSORS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, OR QUIET ENJOYMENT.

13.2 No warranty of accuracy. WITHOUT LIMITING SECTION 13.1, ABH DOES NOT WARRANT THAT: (A) ANY OUTPUT IS ACCURATE, RELIABLE, OR FIT FOR ANY PARTICULAR PURPOSE; (B) THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE; (C) DEFECTS WILL BE CORRECTED; OR (D) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS.

13.3 Mandatory consumer protections. Nothing in these Terms excludes or limits any warranty, condition, or other right that cannot be excluded or limited under mandatory applicable law, including any mandatory consumer protections under applicable law.

14. Limitation of Liability

14.1 Exclusion of damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ABH OR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY: (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; (B) LOSS OF PROFITS, REVENUE, BUSINESS, OPPORTUNITY, GOODWILL, OR ANTICIPATED SAVINGS; (C) LOSS OR CORRUPTION OF DATA; OR (D) COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ABH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 Cap. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF ABH AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, AND LICENSORS, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICE, WILL NOT EXCEED, FOR EACH SUBSCRIPTION TIER: (A) LITE — THE GREATER OF THE FEES PAID BY CUSTOMER IN THE ONE (1) MONTH PRECEDING THE EVENT GIVING RISE TO THE LIABILITY OR EUR 2,500; (B) FULL BOARD — THE FEES PAID BY CUSTOMER IN THE SIX (6) MONTHS PRECEDING THE EVENT; (C) UNLIMITED — THE FEES PAID BY CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT. EACH CAP IS AN AGGREGATE CAP APPLYING TO ALL CLAIMS ARISING UNDER THAT SUBSCRIPTION, HOWEVER MANY CLAIMS ARE MADE; IT IS NOT A PER-CLAIM CAP. WHERE A CUSTOMER HOLDS MORE THAN ONE SUBSCRIPTION, THE CAPS

FOR THE SUBSCRIPTIONS HELD ARE SUMMED TO FORM A SINGLE AGGREGATE CAP APPLYING TO ALL CLAIMS ACROSS THOSE SUBSCRIPTIONS.

14.3 AI-specific limitation. WITHOUT LIMITING THE FOREGOING, ABH WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH: (A) CUSTOMER'S OR ANY AUTHORIZED USER'S RELIANCE ON OUTPUT, INCLUDING ANY DECISION TAKEN OR ACTION OMITTED ON THE BASIS OF OUTPUT; (B) ANY INACCURACY, INCOMPLETENESS, OR FABRICATION IN OUTPUT; OR (C) ANY USE OF OUTPUT AS A SUBSTITUTE FOR PROFESSIONAL ADVICE.

14.4 Mandatory liability. Nothing in this Section 14 excludes or limits ABH's liability for: (a) death or personal injury caused by ABH's negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited under mandatory applicable law.

14.5 Allocation of risk. Customer acknowledges that the limitations of liability in this Section 14 reflect a fair and reasonable allocation of risk between the parties, that the fees for the Service would be substantially higher absent these limitations, and that these limitations form an essential basis of the bargain between the parties.

15. Indemnification

15.1 By Customer. Customer shall defend, indemnify, and hold harmless ABH and its affiliates, officers, employees, agents, and licensors from and against any third-party claim, demand, suit, or proceeding, and any damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with: (a) Customer Content, including any claim that Customer Content infringes, misappropriates, or violates a third-party right; (b) Customer's or any Authorized User's breach of these Terms; (c) Customer's or any Authorized User's use of Output, including any decision or action taken in reliance on Output; or (d) Customer's violation of applicable law.

15.2 Procedure. ABH shall: (a) promptly notify Customer in writing of any indemnifiable claim; (b) give Customer sole control of the defense and settlement of the claim, provided that Customer shall not settle any claim in a manner that admits liability on ABH's behalf or imposes any non-monetary obligation on ABH without ABH's prior written consent; and (c) provide reasonable cooperation at Customer's expense.

16. Suspension and Termination

16.1 Termination by Customer. Customer may terminate its Subscription at any time as provided in Section 5.6.

16.2 Termination by ABH. ABH may terminate these Terms and Customer's Subscription, with or without notice, if: (a) Customer materially breaches these Terms and fails to cure the breach within thirty (30) days after written notice (or, for breaches that cannot reasonably be cured, immediately); (b) Customer becomes insolvent, makes an assignment for the benefit of creditors, or is the subject of insolvency, bankruptcy, or similar proceedings; (c) ABH is required to do so by law, regulation, or order

of a competent authority; or (d) ABH ceases to offer the Service generally, with at least sixty (60) days' notice.

16.3 Effect of termination. On termination of these Terms: (a) Customer's right to access and use the Service ceases immediately; (b) ABH will delete Customer Content immediately and irreversibly in accordance with Section 8.7 and the Privacy Policy, and retains no backup copy; account and billing records, which are not Customer Content, are retained as described in the Privacy Policy and as required by law; (c) Customer remains liable for any unpaid fees accrued prior to termination; and (d) the provisions of these Terms that by their nature are intended to survive termination, including Sections 8, 9, 12, 13, 14, 15, 17, and 18, will survive.

16.4 Customer copies. While the Subscription is active, Customer may download, through the Service, a PDF of any Board Session verdict and of any 1:1 session transcript. ABH does not offer a bulk or structured export of the dossier, and because uploaded source files are not retained after processing (Section 8.7), ABH cannot return uploaded files. There is no post-termination export period: on termination or cancellation, Customer Content is deleted immediately and irreversibly in accordance with Section 8.7 and the Privacy Policy, and ABH holds no backup from which it could be restored. Customer is responsible for downloading anything it wishes to keep before terminating or cancelling. This Section does not limit any statutory data-portability right, which is addressed in the Privacy Policy.

17. Governing Law and Dispute Resolution

17.1 Governing law. These Terms and any dispute arising out of or in connection with these Terms or the Service are governed by the laws of the State of Nevada, USA, excluding its conflict-of-laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods.

17.2 Jurisdiction. The parties submit to the exclusive jurisdiction of the courts of the State of Nevada, USA for the resolution of any dispute arising out of or in connection with these Terms or the Service, subject to any mandatory consumer-protection rules of Customer's place of residence where Customer is a consumer.

17.3 Good-faith resolution. Before initiating formal proceedings, the parties will attempt in good faith to resolve any dispute through informal discussions for a period of at least thirty (30) days following written notice of the dispute.

17.4 Injunctive relief. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief at any time, in any court of competent jurisdiction, to protect its intellectual property, Confidential Information, or other proprietary rights.

18. General Provisions

18.1 Changes to the Terms. ABH may modify these Terms from time to time. Material changes will take effect no earlier than thirty (30) days after notice (which may be by email to the Administrator or by in-product notice). Continued use of the Service after the effective date constitutes acceptance of the

modified Terms. If Customer does not accept the modified Terms, Customer's sole remedy is to cancel its Subscription in accordance with Section 5.6.

18.2 Notices. Notices to ABH must be sent to legal@abhconclave.com. Notices to Customer may be sent to the email address associated with the Administrator's account or by in-product notice. Notices are deemed given when sent.

18.3 Assignment. Customer may not assign these Terms or any rights or obligations under them without ABH's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all of Customer's assets. ABH may assign these Terms in whole or in part without consent. Any assignment in violation of this Section is void.

18.4 Force majeure. Neither party will be liable for any failure or delay in performance (other than payment obligations) due to causes beyond its reasonable control, including acts of God, war, terrorism, civil unrest, governmental action, labor disputes, pandemic, internet or telecommunications failures, or failures of third-party providers.

18.5 Independent contractors. The parties are independent contractors. Nothing in these Terms creates any partnership, joint venture, agency, employment, or fiduciary relationship.

18.6 No third-party beneficiaries. These Terms do not confer any rights on any third party, except as expressly provided in respect of ABH's affiliates, officers, employees, agents, and licensors under Sections 14 and 15.

18.7 Waiver. No failure or delay by a party in exercising any right under these Terms operates as a waiver. A waiver is effective only if in writing and signed by the waiving party.

18.8 Severability. If any provision of these Terms is held invalid or unenforceable, the remaining provisions remain in full force and effect, and the invalid provision will be modified to the minimum extent necessary to make it valid and enforceable while preserving its intent.

18.9 Entire agreement. These Terms, together with the Privacy Policy, any Data Processing Addendum, and any executed Order, constitute the entire agreement between the parties regarding the Service and supersede all prior and contemporaneous agreements, communications, and understandings, written or oral, on that subject.

18.10 Language. The English-language version of these Terms is the controlling version. Translations are provided for convenience only and have no legal effect.

19. Contact

ABH Conclave Inc.

3495 Lakeside Drive # 1064, Reno, Nevada 89509, USA

Website: <https://abhconclave.com>

General: hello@abhconclave.com

Legal notices: legal@abhconclave.com

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