

TERMS OF SERVICE OF ENZZO, INC.

1. Introduction

1.1 Welcome to Enzzo, Inc. ("Enzzo", "we", "our", or "us"). By checking a box or clicking a button indicating your assent to the terms and conditions outlined in these Terms of Service, or by accessing and using our services, you are agreeing to the terms and conditions outlined in this Terms of Service ("Terms" or "Agreement").

1.2 Enzzo provides a web-based Software-as-a-Service (SaaS) platform designed to assist users in product development through Artificial Intelligence (AI) technologies. This service allows users to clarify and convey their product intentions through a conversational interface, further aiding in drafting essential project details.

1.3 These Terms govern your use of our platform and services, and by continuing to use Enzzo, you signify your acceptance of these Terms in full. If you disagree with any part of these Terms, you must refrain from using our services.

1.4 The Enzzo Privacy Policy explains how Enzzo collects, stores, uses, shares, and protects any personal information you provide to Enzzo. Please familiarize yourself with the Privacy Policy before using the Services.

2. Definitions

2.1 For the purposes of this Agreement:

2.1.1 "Enzzo" refers to Enzzo, Inc., the company providing the web-based Software-as-a-Service (SaaS) platform detailed in this Agreement.

2.1.2 "User", "You", or "Your" means the individual, company, or organization that accesses or uses our platform and services.

2.1.3 "Product Workspaces" are collaborative environments within the platform where Users can interact, share, and work on product details using the AI functionality of the Platform.

2.1.4 "LLMs" refers to the Language Models, particularly the AI technologies and algorithms utilized by the Platform to assist Users in product development.

2.1.5 "Share Link" denotes a unique URL generated by the Platform that allows Users to share specific Product Workspaces or requirements with others.

2.1.6 "Terms" or "Agreement" refers to this Terms of Service document, encompassing all stipulations, conditions, and clauses mentioned herein.

2.1.7 "Platform" pertains to the features, functionalities, and offerings provided by Enzzo through its web-based application.

3. User Registration & Account

3.1 Eligibility

3.1.1 You may use the Platform only if you can form a binding contract with Enzzo and are legally permitted under the laws applicable to your jurisdiction to do so. Enzzo is based in the United States of America. We make no claims that the Platform is accessible or appropriate for use outside the United States. You are responsible for ensuring that any use you make of the Platform complies with local laws in your jurisdiction.

3.1.2 The Platform is not to be used by entities or individuals involved in Defense or activities restricted by ITAR.

3.2 Account Creation and Management

3.2.1 To fully utilize the Platform, Users must register for an account using accurate, current, and complete information. Users are responsible for updating their account information to maintain its accuracy.

3.2.2 Users are responsible for maintaining the confidentiality of their account credentials, including their username and password. Any activities that occur under a User's account are the responsibility of that User.

3.2.3 Users must immediately notify Enzzo of any unauthorized use of their account or any other breaches of security of which they become aware.

3.3 Account Restrictions

3.3.1 Each User is limited to one account, unless expressly permitted otherwise by Enzzo.

3.3.2 Accounts cannot be shared, sold, transferred, or used by someone other than the registered User.

3.3.3 Enzzo reserves the right to suspend or terminate accounts that violate these Terms, misrepresent User identity, or are involved in illegal or fraudulent activities.

4. Platform

4.1 Grant of Rights

4.1.1 Subject to these Terms, Enzzo grants to User, solely during the applicable subscription Term, a non-exclusive, non-transferable, right to access and use the Platform and Documentation solely for User's internal business purposes.

4.2 Features & Functionality

4.2.1 Conversational Interface: Users engage with the Platform through a chat interface, simplifying and streamlining the process of detailing their product development intentions and requirements.

4.2.2 Product Workspaces: The Platform offers collaborative environments where users can interact, discuss, and fine-tune product details, making the product development process more efficient and effective.

4.2.3 Share Link Capability: Users can generate a unique URL to share specific Product Workspaces or individual requirements with collaborators or stakeholders.

4.2.4 Feedback Mechanism: The Platform provides tools for Users to report issues, request features, and provide general feedback, aiding in the Platform's continuous improvement.

4.3 Restrictions & Limitations

4.3.1 The Platform is primarily designed for connected devices and consumer electronics but is versatile enough to cater to general-purpose needs, excluding Defense-related activities.

4.3.2 The Platform's capabilities rely on Large Language Models ("LLMs") from providers such as Open AI; however, specific datasets or the underlying mechanics are not disclosed to Users.

4.3.3 User shall not, and shall not permit or assist any third party to: (a) modify, customize, disassemble, decompile, prepare derivative works of, create improvements from, derive innovations from, reverse engineer, or attempt to gain access to any underlying technology of the Platform, including any source code, process, data set or database, management tool, development tool, server or hosting site; (b) translate, modify, prepare derivative works of, or remove any trademark or copyright notice from, any technical documents, user guides, or instructions related to use of the Platform ("**Documentation**"); (c) except where expressly agreed to in writing by Enzzo, make available, use, or offer the Platform for lease, rent, or sale, or reproduce, resell, distribute, publish, display, assign, transfer, sublicense, lend, use on a timeshare or service bureau basis the Platform; (d) knowingly or negligently use the Platform in a way that abuses, interferes with, or disrupts use of the Platform by other users; (e) engage in activity that is illegal under applicable law, fraudulent, false, or misleading; (f) transmit through the Platform any material that infringes, misappropriates, or violates the intellectual property or proprietary rights of third parties; (g) build or benchmark a competitive product or service, or copy any features, functions, or graphics of the Platform; (h) use the Platform for the development, production, or marketing of a service or product substantially similar to the Platform; (i) upload or transmit any software, content, or code that does or is intended to harm, disable, destroy, or adversely affect performance of the Platform in any way or which does or is intended to harm or extract information or data from other hardware, software, networks, or other users of the Platform; (j) engage in any activity or use the Platform in any manner that could damage, disable, overburden, impair, or otherwise interfere with or disrupt the Platform, or any servers or networks connected to the Platform; or (k) remove, delete, alter, or obscure any intellectual property or proprietary rights notices provided on or with the Platform.

5. User Collaboration & Sharing

5.1 Product Workspaces Collaboration

5.1.1 Users invited to a common Product Workspace can engage in discussions, leave comments, receive notifications, and jointly interact with the AI functionality of the Platform within that workspace.

5.1.2 All Users within a shared Product Workspace are expected to respect the ideas, comments, and contributions of others and refrain from any behavior that might be considered disruptive, offensive, or inappropriate.

5.2 Sharing via Share Link

5.2.1 Users can generate Share Links for specific Product Workspaces or individual requirements to allow access to external parties.

5.2.2 Sharing a Product Workspace or requirement via a Share Link grants view, edit, create, and delete access unless otherwise specified.

5.2.3 Users are solely responsible for the dissemination of Share Links and should exercise caution when sharing, considering the sensitivity of the content and the trustworthiness of the recipient.

6. Payment & Subscription

6.1 Pricing Structure

6.1.1 Enzo operates on a paid subscription model. The pricing details and available tiers can be found on the Enzo website or will be made available to you at the time you purchase a subscription.

6.1.2 Enzo reserves the right to modify, change, or introduce new pricing structures at any time. Any such changes will be communicated to you with reasonable advance notice.

6.2 Payment Details

6.2.1 All payments due under these Terms are to be made electronically, using the payment methods made available to you by Enzo at the time of purchase.

6.2.2 Payments are expected to be timely, and failure to comply with payment schedules may result in account suspension or termination.

6.2.3 By providing your authorized payment method and electing to purchase a subscription, you authorize Enzo or its third-party payment processor to charge your authorized payment method for all amounts due under these Terms.

6.2.4 Unless stated otherwise, all subscription fees are exclusive of any and all applicable federal, state or local use, excise, value-added, gross receipts, sales taxes, duties, universal service assessments or other similar liabilities, other than general income or property taxes imposed on Enzo ("**Taxes**"). All such Taxes, however denominated, that are levied on the subscription fees paid by you, chargeable to or against Enzo by any governmental authority, shall be passed through to, and shall be payable by, you. However, nothing in this section shall be construed to make you

responsible for any general income tax, gross receipts tax, or employment taxes due from and chargeable against Enzzo.

6.3 Subscription Auto-Renewal & Cancellation

6.3.1 Platform subscriptions are automatically renewed for a subscription term of equal duration to the prior subscription term at the end of each billing cycle unless the subscription is terminated by you in accordance with the termination provisions of these Terms. You understand and agree that your payment method will be automatically charged for the then-current subscription fee at the time of each renewal.

6.3.2 Users can cancel their subscription at any time through their account settings. However, refunds for any unused portion of the subscription will be at the discretion of Enzzo.

6.3.3 Enzzo does not provide pro-rata refunds for cancellations made in the middle of a billing cycle.

7. User Data Ownership & Confidentiality

7.1 User Data Ownership

7.1.1 As between Enzzo and the User, and to the extent permitted by applicable law: (a) User retains all ownership rights, including intellectual property rights, in all information, data, and other content uploaded by User to the Platform (“**Input**”); and (b) User shall own all output generated through User’s use of the Platform (“**Output**”). Enzzo assigns to User all of Enzzo’s right, title, and interest, if any, in and to the Output, and Enzzo does not claim any copyright in Output. Input and Output are referred to collectively as “**User Data**”. Notwithstanding the foregoing, you acknowledge that, due to the nature of the Platform and artificial intelligence platforms generally, Output generated through your use of the Platform may not be unique and other users of the Platform may obtain similar output from their use of the Platform. User is solely responsible for determining whether User’s use of Output is appropriate and legal.

7.1.2 You grant Enzzo, its successors and assigns, a worldwide, non-exclusive, royalty-free, fully-paid, transferable, irrevocable, perpetual, and sub-licensable right to use, reproduce, modify, adapt, publish, prepare derivative works of, distribute, publicly perform, and publicly display your User Data throughout the world in any media for the purpose of providing the Platform to you; provided that we will only use your account information for purposes of creating, maintaining, and administering your account and providing the Platform to you.

7.1.3 We have no obligation to monitor any User Data. However, we reserve the right to prohibit the uploading or submission of User Data and to remove User Data at any time and for any reason without notice and without liability to you. We take no responsibility and assume no liability for any User Data, including any loss or damage to any of your User Data. You should back up any User Data that you upload to or generate within the Platform.

7.2 Confidentiality

7.2.1 Confidential Information. During the Term of this Agreement, each Party (a “**Disclosing Party**”) may disclose its confidential and proprietary information to the other party (a “**Receiving Party**”). Subject to the exceptions listed below, a Disclosing Party’s “**Confidential Information**” shall be defined as information disclosed by the Disclosing Party to the Receiving Party that is either: (a) clearly marked or otherwise clearly designated as confidential or proprietary; or (b) should be reasonably understood by the Receiving Party to be the confidential or proprietary information of the Disclosing Party. For the avoidance of doubt, User Data is the Confidential Information of User.

7.2.2 Confidential Treatment. A Receiving Party shall hold in confidence, and shall not disclose (or permit its personnel to disclose) any Confidential Information to any person or entity except to its directors, officers, employees, outside consultants, advisors or in the case of Enzzo to its independent contractors or subcontractors (collectively “**Representatives**”) who have a need to know such Confidential Information in the course of the performance of their duties for the Receiving Party and who are bound by a duty of confidentiality no less protective of the Disclosing Party’s Confidential Information than the terms of this Section 7.2. The Receiving Party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another party without the prior written consent of the Disclosing Party or unless expressly permitted under the Agreement. Each Party accepts responsibility for the actions of its Representatives and shall protect the other Party’s Confidential Information in the same manner as it protects its own proprietary information of a similar nature and sensitivity, but in no event shall less than reasonable care be used.

7.2.3 Exceptions. Notwithstanding anything to the contrary in these Terms, the obligations of the Receiving Party set forth in this Section shall not apply to any information of the Disclosing Party that: (a) is or becomes a part of the public domain through no wrongful act of the Receiving Party; (b) was in the Receiving Party’s possession free of any obligation of confidentiality at the time of the Disclosing Party’s communication thereof to the Receiving Party; (c) is developed by the Receiving Party completely independent from the Confidential Information of the Disclosing Party; or (d) is required by law or regulation to be disclosed, but only to the extent and for the purpose of such required disclosure after providing the Disclosing Party with advance written notice, if reasonably possible, such that the Disclosing Party (at the Disclosing Party’s expense) is afforded an opportunity to contest the disclosure or seek an appropriate protective order.

7.2.4 Injunctive Relief. Notwithstanding any other provision of the Agreement, both parties acknowledge that any disclosure or use of the Disclosing Party’s Confidential Information in a manner inconsistent with the provisions of the Agreement may cause the Disclosing Party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both parties agree that, in addition to any other remedy to which the Disclosing Party may be entitled hereunder, at law or in equity, the Disclosing Party shall be entitled to seek an injunction to restrain such use in addition to other appropriate remedies available under applicable law.

7.3 Data Retention

7.3.1 Enzo retains User Data for periods that are deemed reasonable for operational, regulatory, or backup purposes.

7.3.2 Users have the right to request the deletion of their data, subject to any prevailing legal or regulatory obligations on the part of Enzo.

7.4 Data Security

7.4.1 We employ industry-standard measures to ensure the security and integrity of all data stored on the Platform. This includes encryption, access controls, and regular security audits.

7.4.2 In the unlikely event of a data breach or unauthorized access, Enzo will notify you promptly and take appropriate measures to mitigate the impact.

8. AI & User Interactions

8.1 AI Integration and Limitations

8.1.1 The Platform leverages state-of-the-art LLMs, including those sourced from providers such as OpenAI, to facilitate user interactions and aid in product development.

8.1.2 Users should understand that while LLMs are advanced, they operate based on patterns and data and may not always provide expected or desired outputs.

8.2 User Interactions with AI

8.2.1 The AI functionalities of the Platform engage users in a conversational manner, helping to refine product concepts, requirements, and associated project details.

8.2.2 While the Platform endeavors to understand and interpret user input accurately, there may be instances of misinterpretation or ambiguity due to the inherent limitations of AI.

8.3 AI Improvements

8.3.1 Enzo is committed to continuous improvement of its Platform's AI capabilities to enhance user experience and output quality.

8.3.2 Feedback mechanisms are in place for Users to report anomalies or make suggestions. However, User Data will not be used for AI improvement unless explicit consent is obtained.

8.4 User's Reliance on AI

8.4.1 Users are advised to exercise judgment and discretion when acting upon recommendations or outputs provided by the Platform. The AI functionalities of the Platform are tools, and their guidance should be considered alongside human expertise.

8.4.2 Enzo shall not be held responsible for any decisions or actions taken by User based on suggestions provided by the Platform's AI functionalities.

9. Feedback & Improvements

9.1 General Feedback

9.1.1 Enzo has implemented features within the application allowing Users to provide feedback, report anomalies, or suggest additional features.

9.1.2 We appreciate and value User insights and aim to use this feedback to continually refine and enhance the Platform.

9.2 Feedback on AI-Generated Content

9.2.1 To further our commitment to AI enhancement, Enzo may occasionally solicit direct feedback on specific AI-generated outputs.

9.2.2 Such feedback mechanisms aim to identify areas of improvement, ensuring our AI better meets user expectations over time.

9.3 User Data and AI Improvement

9.3.1 Should Enzo intend to use any user-specific data derived from feedback to improve its AI (which shall not contain personally identifiable information), explicit consent will be sought from the concerned user beforehand.

9.3.2 In such cases, the data will be anonymized and used solely for the purpose of AI enhancement, with no personal identifiers linked to the feedback.

9.4 No Obligation

9.4.1 While we encourage User participation in feedback processes, there's no obligation for Users to provide feedback or consent to the use of their data for AI improvements.

10. Support & Troubleshooting

10.1 Access to Support

10.1.1 Users in need of assistance or encountering issues with the Platform can reach out for support via our designated contact information available on our website.

10.1.2 Additionally, an in-app support chat feature has been integrated to offer Users prompt assistance and streamline the troubleshooting process.

10.2 Response Time

10.2.1 While Enzo is committed to addressing concerns and resolving issues in a timely manner, we currently do not guarantee specific response times.

10.2.2 Our team makes every effort to respond to and resolve issues as swiftly as possible, keeping user convenience at the forefront.

10.3 Troubleshooting and Issue Resolution

10.3.1 Users are advised to provide clear and detailed descriptions of any issues encountered to facilitate quicker resolution.

10.3.2 Our dedicated support team will guide Users through potential solutions and, when necessary, escalate concerns to ensure satisfactory resolution.

10.4 Limitations

10.4.1 Enzo reserves the right to prioritize support requests based on the nature of the issue, its impact, and available resources. As such, resolution times may vary.

11. Limitations & Disclaimers

11.1 Quality of Outputs

11.1.1 While Enzo endeavors to ensure high-quality outputs from the Platform, we do not offer any assurances or guarantees regarding the quality, relevance, or fitness of the AI-generated content for any particular purpose.

11.2.2 Users are responsible for validating and verifying the relevance and applicability of the outputs for their intended use.

11.3 No Warranty

11.3.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM AND ALL ITS FEATURES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

11.3.2 WITHOUT LIMITING THE PRECEDING SUBSECTION, Enzo DOES NOT WARRANT THAT THE PLATFORM WILL OPERATE WITHOUT INTERRUPTIONS, BE ERROR-FREE, OR THAT ANY DEFECTS WILL BE CORRECTED.

12. Limitation of Liability & Indemnification

12.1 Limitation of Liability

12.1.1 Neither party, including its affiliates, officers, directors, employees, and agents, shall be liable to the other party for any indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or other intangible losses, that result from the use of, or inability to use, the Platform.

12.1.2 Except to the extent that liability cannot be limited under applicable law, and for a party's liability arising from its indemnification obligations, the total cumulative liability of either party to the other party for any and all direct damages arising under these Terms, whether by statute, contract, tort or otherwise, will not exceed the fees paid or payable by User to Enzzo for use of the Platform during the twelve (12) month period immediately preceding the first event giving rise to the claim or damages. The provisions of these Terms allocate risks between the parties. The pricing offered by Enzzo reflects this allocation of risk and the limitation of liability specified in these Terms.

12.1.3 The limitations of liability in this Section apply whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, and even if Enzzo has been advised of the possibility of such damage.

12.2 User Indemnification

12.2.1 You agree to defend, indemnify, and hold harmless Enzzo, its affiliates, officers, directors, employees, and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Platform, or your violation of these Terms.

12.2.2 This indemnification obligation will survive the termination or expiration of your account and these Terms.

13. Future Changes & Roadmap

13.1 Continuous Improvement

13.1.1 Enzzo is dedicated to the ongoing enhancement and optimization of the Platform. While we strive for excellence, we reserve the right to make modifications, additions, and improvements to the Platform at any time without prior notice.

13.2 Roadmap Transparency

13.2.1 While not obligated, Enzzo aims to provide Users with insights into the developmental roadmap for the Enzzo platform. Any such roadmap shared is for informational purposes only and might be subject to change without prior notice.

13.2.2 The roadmap, if provided, does not constitute a binding commitment, guarantee, or obligation on the part of Enzzo. Users should not rely solely on the roadmap for any decision-making related to their use or continued use of the Platform.

13.3 Feedback Integration

13.3.1 Feedback from our user community may inform future changes and enhancements to the Platform. However, not all feedback will be incorporated, and Enzzo maintains sole discretion in deciding the features and improvements to be implemented.

14. Third-Party Integrations

14.1 Current Integrations

14.1.1 AI & Language Models: The Platform currently integrates with OpenAI to utilize their advanced language models, including GPT-4 (Generative Pre-trained Transformer 4), and other Large Language Models (LLMs) for text-based operations.

14.1.2 Image Models: For image generation and processing capabilities, Enzzo, Inc. employs Stable Diffusion XL 1.0, a product of Stability.AI, and DALL·E 3, a product of Open AI.

14.1.3 Payment Processing: Stripe provides payment processing services for Enzzo. Stripe's robust and secure payment infrastructure allows Enzzo to offer seamless billing and subscription functionalities to its users.

14.1.4 Hosting and Infrastructure: Enzzo relies on various third-party infrastructure and hosting solutions to ensure optimal performance and user experience. These solutions, while managed and configured by Enzzo, may be hosted on third-party platforms such as Amazon Web Services (AWS) or Vercel.

14.2 Future Integrations

14.2.1 Enzzo may, at its discretion, choose to integrate the Platform with other third-party services or applications in the future. Such integrations, if initiated, will be made in accordance with our data and privacy policies and will be designed to enhance the user experience.

14.2.2 Any future integrations will be communicated to Users via the platform or other appropriate channels. However, Users are encouraged to periodically review these Terms and any associated policies to stay informed about any third-party integrations.

14.3 User Discretion

14.3.1 If and when third-party integrations are implemented, Users are advised to exercise discretion and review the terms and policies of such third-party services before choosing to engage with them through the Platform.

14.3.2 Enzzo is not responsible for the actions, content, accuracy, terms, privacy policies, or opinions expressed in any third-party services or applications integrated with the Platform. Any interactions or business dealings Users have with such third parties are solely between the User and the third party.

15. Term; Termination; Suspension

15.1 Term. The Agreement commences on the date User accepts these Terms (the "Effective Date") and will continue in effect until otherwise terminated in accordance with this Section 15.

15.2 Termination

15.2.1 Termination for Cause. Either party may terminate the Agreement immediately upon written notice to the other party (i) in the event of a material breach of these Terms by the other party, or (ii) if the other party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency, or similar proceeding, that is not dismissed within 60 days of filing.

15.2.2 Termination for Convenience by Enzzo. Enzzo may terminate the Agreement for convenience (i.e., for any reason or no reason) by providing 15 days' prior written notice to User. If Enzzo terminates the Agreement pursuant to this Section, User will be entitled to a refund of a pro-rata portion of any prepaid and unused fees pertaining to the remaining term of User's subscription.

15.2.3 Termination for Convenience by User. User may terminate this Agreement and User's account for convenience (i.e., for any reason or no reason) by canceling User's subscription using the cancellation mechanism in User's account settings or by notifying the Enzzo support team. If User terminates this Agreement for convenience, User will not be entitled to any refund.

15.3 Consequences of Termination

15.3.1 Once an account is terminated, the User will lose access to all Product Workspaces, LLMs, Share Links, User Data and other functionalities associated with their account.

15.3.2 Promptly following termination, all User Data will be permanently deleted and Enzzo will have no liability to User as a result of User's loss of access to such User Data.

15.3.3 Except as otherwise set forth in Section 15.2, any unpaid dues or pending liabilities shall remain the responsibility of the User even after account termination.

15.4 Suspension; Reinstatement

15.4.1 In addition to its other rights or remedies under these Terms, including without limitation any termination rights, Enzzo reserves the right to suspend User's use of the Platform: (a) if User is 15 days overdue in the payment of fees not subject to a good faith dispute; (b) if Enzzo deems such suspension necessary as a result of User's material breach of its obligations under Section 4.3.3; (c) if Enzzo reasonably believes such suspension is necessary to prevent or stop the conduct of illegal activity or suspected illegal activity or to prevent or mitigate damage or imminent damage to Enzzo systems or data stored on such systems; or (d) as required by law or at the request of governmental entities.

15.4.2 In certain circumstances, and at the sole discretion of Enzzo, suspended accounts may be reinstated upon rectification of the breach or issue that led to the suspension.

16. Modifications to the Terms

16.1 Right to Modify

16.1.1 Enzzo reserves the right to revise, modify, or update these Terms at any time, at its sole discretion. Such modifications will become effective upon their posting on the platform or being communicated to users.

16.2 Notification of Changes

16.2.1 Whenever significant changes are made to these Terms, Enzzo will make reasonable efforts to notify Users in advance. This may be through notifications within the Platform, email communication, or other means deemed appropriate by Enzzo.

16.2.2 However, it remains the responsibility of the User to review these Terms periodically to stay informed about any changes.

16.3 Continued Use as Acceptance

16.3.1 By continuing to use the Platform after modifications to the Terms have been posted or communicated, the User indicates their acceptance of the revised Terms. If a User disagrees with the modified Terms, they should cease using the Platform immediately.

17. Jurisdiction & Governing Law

17.1 Jurisdiction

17.1.1 Any disputes, claims, or controversies arising out of or relating to the Platform, or these Terms shall be brought and prosecuted solely and exclusively within the state or federal courts located in Seattle, Washington. Users hereby consent to the jurisdiction of such courts and waive any right to challenge the jurisdiction or venue of such courts.

17.2 Governing Law

17.2.1 These Terms and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflict of laws provisions.

18. Relationship of the Parties. The relationship between Enzzo and User is that of an independent contractor, and nothing in these Terms shall be construed as making the parties hereto partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other party's name or on its behalf.

19. Waiver and Severability. Performance of any obligation required by a party under these Terms may be waived only by a written waiver signed by an authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described in such written waiver. The failure of either party to exercise any of its rights under these Terms will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of these Terms will not affect the validity or enforceability of any of the other provisions of these Terms.

20. Contact Information

20.1 General Inquiries

20.1.1 For any general questions or clarifications regarding these Terms or any aspect of the Platform, please contact us at: info@enzzo.ai

20.2 Technical Support

20.2.1 For technical issues, difficulties, or support needs related to the Platform, Users can reach our dedicated support team at: support@enzzo.ai

20.3 Legal Correspondence

20.3.1 Any legal notices, subpoenas, or other related documents should be directed to our legal department at: legal@enzzo.ai

20.4 Physical Address

20.4.1 Users wishing to contact Enzzo through postal mail can address their correspondence to:

Enzzo, Inc.
240 2nd Ave S #300
Seattle, WA 98104
United States.