



Actia AI Terms of Use

Effective Date: June 1, 2026

These Terms of Use (the “Terms”) govern access to and use of the Actia AI website, platform, applications, AI agents, communication tools, integrations, hosted services, documentation, and related services (collectively, the “Services”) provided by Actia LLC, doing business as Actia AI (“Actia AI,” “Actia,” “we,” “our,” or “us”).

These Terms are entered into by and between Actia and the company, organization, or other legal entity that creates an account, subscribes to the Services, accepts an order, uses the Services, or otherwise accesses the Services (“Customer,” “you,” or “your”). If an individual accepts these Terms or uses the Services on behalf of a company or other legal entity, that individual represents that they have authority to bind that entity to these Terms.

By creating an account, subscribing to the Services, accessing the platform, enabling an AI agent, completing an online checkout process, signing or accepting an order, or otherwise using the Services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services.

These Terms incorporate by reference any applicable order, subscription plan, invoice, online checkout terms, usage limits, service description, Data Processing Addendum, Privacy Policy, Cookie Notice, and any other written terms expressly incorporated into these Terms.

1. The Services

Actia AI provides a hosted business AI-agent platform that enables customers to configure AI agents to communicate, assist, and perform customer-authorized workflows across communication channels and business applications.

The Services may allow Customer to create and configure AI agents, provide instructions and knowledge sources, connect communication channels, connect business applications, receive and respond to emails, handle phone interactions, process voice communications, exchange messages with staff, create or update records, route requests, request approvals, summarize interactions, and perform other business functions selected or configured by Customer.

The specific Services available to Customer may depend on the applicable subscription plan, order, configuration, enabled features, usage limits, integrations, and availability of third-party services.

Actia may update, modify, improve, or discontinue features from time to time. Actia will use reasonable efforts to avoid materially reducing the core functionality of paid Services during an active subscription term, but the Services will continue to evolve, especially during early access, beta, or trial periods.

2. Accounts and Authorized Users

Customer is responsible for creating and managing its account, workspace, administrators, authorized users, agent configurations, access permissions, credentials, and connected systems.

Customer must ensure that account information is accurate, current, and complete. Customer is responsible for maintaining the confidentiality of login credentials and for all activity occurring under its account, including activity by administrators, employees, contractors, agents, representatives, and any other users who access the Services through Customer's account.

Customer must promptly notify Actia if it becomes aware of unauthorized access to its account, credentials, workspace, agents, connected applications, or Customer Data.

Actia may rely on instructions, configurations, approvals, and actions submitted through Customer's account as authorized by Customer.

3. Administrators and Workspace Controls

Customer may designate one or more administrators to manage its workspace. Administrators may be able to add, remove, suspend, or manage users; configure agents; connect or disconnect applications; manage communication channels; view interaction history and related records; access administrative information; adjust permissions; and control other workspace settings.

Customer is responsible for obtaining and maintaining any notices, consents, authorizations, and internal approvals necessary for administrators to access, manage, review, or act upon information in the Customer workspace.

Customer is also responsible for configuring permissions and access controls in a manner appropriate for its business, users, customers, staff, and applicable legal obligations.

4. Customer Responsibilities

Customer is responsible for its use of the Services and for determining whether the Services are suitable for its business purposes.

Without limiting the foregoing, Customer is responsible for:

- (a) configuring AI agents, instructions, workflows, permissions, connected applications, communication channels, and approval settings;
- (b) determining what information is provided to the Services or made available through connected applications;
- (c) ensuring that Customer has all rights, permissions, notices, consents, and legal bases required to provide Customer Data to the Services and to allow Actia to process it in accordance with these Terms;
- (d) ensuring that Customer's use of the Services complies with applicable laws, regulations, industry requirements, and contractual obligations;
- (e) reviewing AI-generated outputs where appropriate;
- (f) determining whether a human should review or approve an agent response, decision, workflow action, or business record update;
- (g) supervising Customer's users, staff, contractors, and agents who interact with or manage the Services;
- (h) maintaining appropriate notices to Customer's own customers, prospects, staff, vendors, and other contacts where required;

(i) ensuring that use of voice, SMS, email, chat, messaging, and other communications functions complies with applicable law, including required notices, consents, opt-outs, and do-not-contact obligations;

(j) ensuring that connected third-party applications are authorized, properly configured, and used in compliance with their own terms and policies.

Actia is not responsible for Customer's business decisions, agent instructions, connected systems, customer-facing notices, legal compliance obligations, or use of outputs, except to the extent expressly stated in these Terms.

5. AI Agents, Outputs, and Human Oversight

The Services use artificial intelligence and automation to support business communications and workflows. AI agents may interpret messages, generate responses, summarize interactions, classify requests, create or update records, request approvals, route tasks, identify relevant context, and perform other functions configured or authorized by Customer.

Customer acknowledges that AI-generated outputs may be inaccurate, incomplete, inappropriate, delayed, duplicative, or unsuitable for a particular purpose. Customer is responsible for evaluating the accuracy, appropriateness, legality, and suitability of outputs before relying on them in contexts where such review is appropriate.

Customer must not use the Services as the sole basis for decisions that produce legal or similarly significant effects concerning an individual unless Customer has implemented all notices, legal bases, safeguards, human review procedures, appeal rights, and other protections required by applicable law and has received any required written authorization from Actia.

Customer must use appropriate human oversight for workflows involving sensitive, regulated, high-impact, or legally significant matters, including without limitation employment, housing, credit, insurance, healthcare, legal, education, financial, eligibility, access, disciplinary, or safety-related decisions.

Actia does not provide legal, medical, financial, employment, compliance, or other professional advice through the Services. Any information generated by the Services is for Customer's business use and must be reviewed by qualified personnel where appropriate.

Customer is responsible for determining whether and how to disclose the use of AI agents in Customer's own business context. Customer must provide any notices or disclosures required by applicable law and must not configure or use the Services in a manner that is deceptive or misleading. If an individual asks whether they are interacting with an AI agent, Customer is responsible for ensuring that the response is truthful and appropriate for the circumstances.

6. Customer Data

"Customer Data" means all information, data, content, materials, instructions, prompts, messages, emails, chat content, voice-processing information, business records, files, knowledge materials, configuration data, connected-application data, agent outputs, workflow records, user information, and other content submitted to, generated through, processed by, or made available to the Services by or on behalf of Customer.

As between Customer and Actia, Customer retains all rights in Customer Data, subject to the rights granted to Actia under these Terms.

Customer grants Actia a non-exclusive, worldwide, royalty-free right to host, copy, transmit, process, use, display, modify, create derivative technical representations of, and otherwise handle Customer Data as necessary to provide, maintain, secure, monitor, troubleshoot, support, and improve the Services; comply with law; prevent misuse; enforce these Terms; and perform obligations under any applicable order, subscription, or agreement.

Customer represents and warrants that it has all rights, permissions, consents, authorizations, and legal bases necessary to provide Customer Data to Actia and to authorize Actia to process Customer Data as contemplated by these Terms.

Actia will not sell Customer Data. Actia will not use Customer Data to train third-party foundation models unless Customer expressly authorizes such use or the data has been de-identified or aggregated so that it is no longer reasonably associated with Customer or an identifiable individual.

Actia may use aggregated, de-identified, statistical, telemetry, diagnostic, and usage information derived from the Services to monitor, maintain, secure, analyze, and improve the Services, provided such information does not identify Customer or an identifiable individual.

7. AI Outputs

The Services may generate outputs, including messages, summaries, classifications, recommendations, drafts, records, task updates, routing decisions, and other AI-generated or system-generated content (“Outputs”).

Subject to these Terms and applicable law, Customer may use Outputs generated through its workspace for its internal business purposes and customer-authorized workflows.

Customer acknowledges that Outputs may not be unique and that similar or identical outputs may be generated for other customers or users. Customer further acknowledges that AI systems may generate incorrect or unsupported information, and that Customer is responsible for reviewing Outputs where appropriate.

Actia does not represent or warrant that Outputs are accurate, complete, non-infringing, reliable, legally compliant, or suitable for any particular use.

8. Communications

The Services may support phone, SMS, email, chat, messaging, and other communication channels. Customer is responsible for configuring the channels it chooses to use and for ensuring that use of those channels complies with applicable law and third-party terms.

Customer is responsible for determining whether notices, consents, opt-outs, unsubscribe mechanisms, do-not-call compliance, or other legal requirements apply to voice, SMS, email, chat, messaging, or other communications features in the jurisdictions and contexts in which Customer uses the Services.

Customer must not use the Services to intercept, monitor, process, transmit, or disclose communications in a manner that violates applicable law or the rights of any person.

9. Connected Applications and Third-Party Services

Customer may choose to connect the Services to third-party applications, platforms, accounts, communication providers, databases, knowledge sources, productivity tools, business systems, or other third-party services (“Third-Party Services”).

By enabling or using a connection to a Third-Party Service, Customer authorizes Actia to access, retrieve, transmit, process, store, and use information from that Third-Party Service as necessary to provide the configured Services and workflows.

Customer is responsible for obtaining and maintaining all rights, permissions, credentials, licenses, consents, and authorizations required to connect and use Third-Party Services with Actia AI.

Third-Party Services are not controlled by Actia. Actia is not responsible for the availability, security, performance, data practices, content, errors, changes, suspension, discontinuation, or terms of any Third-Party Service. Customer's use of Third-Party Services is governed by the applicable third-party terms and policies.

Actia may modify or discontinue integrations if a Third-Party Service changes its terms, technical requirements, availability, pricing, security posture, or other circumstances affecting the integration.

10. Acceptable Use

Customer must use the Services only for lawful business purposes and in accordance with these Terms.

Customer must not, and must not permit any user or third party to:

- (a) use the Services in violation of applicable law or regulation;
- (b) use the Services to infringe, misappropriate, or violate the rights of others;
- (c) use the Services for fraud, phishing, spam, deception, impersonation, unlawful marketing, unauthorized communications, unlawful robocalling, unlawful SMS messaging, or communications that fail to honor required opt-outs or do-not-contact obligations;
- (d) use the Services to harass, threaten, abuse, defame, exploit, or harm any person;
- (e) use the Services to generate, transmit, or facilitate malware, credential theft, security exploits, or unauthorized access;
- (f) attempt to probe, scan, test, bypass, disable, overload, disrupt, or interfere with the security, integrity, availability, or performance of the Services;
- (g) reverse engineer, decompile, disassemble, scrape, crawl, or otherwise attempt to derive source code, underlying models, algorithms, system prompts, non-public architecture, or technical safeguards, except to the extent such restriction is prohibited by law;
- (h) bypass usage limits, rate limits, safety controls, access controls, billing mechanisms, or other restrictions;
- (i) use the Services to build, train, improve, or support a competing AI-agent platform or substantially similar service, except as expressly authorized by Actia in writing;
- (j) use the Services to make or support high-impact decisions without required notices, legal bases, safeguards, human review, and compliance procedures;
- (k) process sensitive personal information, regulated information, protected health information, financial account data, government identifiers, children's data, biometric data, or other high-risk data unless Customer has all required authority, safeguards, agreements, and legal bases and

Actia has expressly agreed in writing to support the applicable data type or regulatory framework;

(l) use the Services for emergency services, life-safety systems, critical infrastructure control, or other uses where failure could result in death, personal injury, property damage, or severe harm;

(m) use the Services to provide legal, medical, financial, employment, insurance, housing, credit, or other regulated advice without qualified professional review and all required legal compliance measures;

(n) upload or transmit content that is unlawful, harmful, infringing, deceptive, malicious, or otherwise prohibited by these Terms;

(o) misrepresent AI-generated communications as human-generated where such representation would be deceptive, unlawful, or contrary to required notices.

Actia may investigate suspected violations and may suspend or terminate access to the Services if Actia reasonably believes that Customer, a user, Customer Data, a connected system, or a workflow violates these Terms, creates legal risk, threatens the security or integrity of the Services, or may harm Actia, users, customers, third parties, or the public.

11. Subscriptions, Fees, and Payment

Customer will pay all fees applicable to its subscription, plan, order, invoice, online checkout, or other purchasing arrangement.

Fees may be based on subscription tier, users, agents, seats, usage levels, communication volume, messages, connected applications, features, storage, support level, or other metrics described in the applicable plan or order.

Unless otherwise stated in the applicable order or required by law, fees are non-refundable and payable in advance. Customer is responsible for all taxes, duties, levies, and similar governmental charges, excluding taxes based on Actia's net income.

Customer must provide accurate billing and payment information and promptly update it as necessary. Customer authorizes Actia or its payment processor to charge applicable fees using the payment method provided.

If payment is overdue, Actia may suspend or limit access to the Services after providing notice where commercially reasonable. Customer remains responsible for all amounts due.

Actia may change pricing, plans, usage limits, or billing terms from time to time. Unless otherwise stated, changes will apply at the start of the next renewal term or billing period.

12. Usage Limits

The Services may be subject to usage limits, rate limits, feature limits, storage limits, communication limits, agent limits, fair-use restrictions, or other technical or commercial restrictions.

Customer must not configure agents, workflows, integrations, or usage patterns to avoid or circumvent applicable limits.

If Customer exceeds applicable limits, Actia may require Customer to upgrade its plan, pay additional fees, reduce usage, or adjust configuration. Actia may limit, throttle, suspend, or restrict usage that exceeds applicable limits, threatens service stability, creates unusual cost or risk, or adversely affects other customers.

13. Trials, Early Access, and Beta Features

Actia may offer trials, early access programs, previews, beta features, experimental features, or promotional credits. These features may be incomplete, changed, limited, suspended, or discontinued at any time.

Trial, early access, and beta features are provided for evaluation and feedback unless otherwise stated. They may be subject to additional terms, reduced support, limited availability, and different security, reliability, or performance characteristics.

Actia makes no commitment to make beta or early access features generally available. Actia may use feedback, suggestions, and usage information from trials and beta features to improve the Services.

Promotional credits, including early access credits, have no cash value, are non-transferable, may expire, and may be subject to additional limits.

14. Confidentiality

“Confidential Information” means non-public information disclosed by one party to the other that is identified as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure.

Customer’s Confidential Information includes non-public Customer Data. Actia’s Confidential Information includes non-public information about the Services, platform, technology, security, pricing, product plans, documentation, and business operations.

Each party will use the other party’s Confidential Information only to perform or receive the Services and will protect it using reasonable care. A party may disclose Confidential Information to its employees, contractors, service providers, advisors, and representatives who need to know it and are bound by confidentiality obligations.

Confidential Information does not include information that is publicly available without breach of these Terms, already known without confidentiality restriction, independently developed without use of the other party’s Confidential Information, or lawfully received from a third party without confidentiality restriction.

A party may disclose Confidential Information if required by law, subpoena, court order, or legal process, provided it gives reasonable notice where legally permitted.

15. Intellectual Property

Actia and its licensors retain all rights, title, and interest in and to the Services, software, platform, technology, models, systems, designs, workflows, documentation, templates, user interfaces, improvements, analytics, and related intellectual property.

No rights are granted to Customer except as expressly stated in these Terms. Customer may not copy, modify, distribute, sell, lease, sublicense, or create derivative works of the Services except as permitted by these Terms.

Customer retains rights in Customer Data. Customer grants Actia the rights necessary to provide the Services as described in these Terms.

If Customer provides feedback, suggestions, ideas, improvements, or recommendations regarding the Services, Customer grants Actia a perpetual, irrevocable, worldwide, royalty-free

right to use, modify, incorporate, commercialize, and otherwise exploit such feedback without restriction or compensation.

Actia AI, Actia, and related names, logos, product names, and marks are trademarks or service marks of Actia or its licensors. Customer may not use Actia's marks without prior written permission except as permitted by Actia's brand guidelines or applicable law.

16. Documentation and Support

Actia may provide documentation, help materials, onboarding content, support resources, or other guidance for use of the Services. Documentation may be updated from time to time.

Support availability may depend on Customer's subscription plan, order, or support arrangement. Actia is not obligated to provide any particular support level unless expressly stated in the applicable order or plan.

Actia designs and operates the Services with reliability and availability in mind. Unless expressly stated in a separate written agreement, order, or service plan, Actia does not provide a formal uptime service level agreement, service credit, or other availability commitment.

Customer is responsible for using the Services in accordance with the documentation and for maintaining appropriate internal training, supervision, and review procedures for its users and agent workflows.

17. Security

Actia will maintain reasonable administrative, technical, and organizational safeguards designed to protect Customer Data against unauthorized access, disclosure, alteration, or destruction.

Customer is responsible for securing its own systems, devices, credentials, networks, accounts, users, connected applications, and access permissions. Customer must promptly notify Actia of any suspected compromise affecting its use of the Services.

Actia may access Customer accounts, workspaces, logs, configurations, and Customer Data as reasonably necessary to provide support, investigate issues, maintain security, prevent misuse, comply with law, or enforce these Terms.

No system can be guaranteed to be completely secure. Actia does not guarantee that unauthorized third parties will never defeat security measures or gain unauthorized access to the Services or Customer Data.

18. Privacy and Data Protection

Actia's collection and use of personal information is described in the Actia AI Privacy Policy.

If Actia processes personal information on behalf of Customer in connection with the Services, the Actia AI Data Processing Addendum applies to such processing and is incorporated into these Terms by reference.

Customer is responsible for providing required notices, obtaining required consents, responding to requests from individuals where Customer controls the relevant data, and complying with privacy, data protection, communications, employment, consumer protection, and other laws applicable to Customer's use of the Services.

Customer must not provide personal information to the Services unless Customer has the right to do so and has implemented all required notices, consents, safeguards, and contractual

arrangements. Customer must not provide sensitive or regulated data to the Services unless Actia has expressly agreed in writing to support the applicable use case.

19. Compliance With Laws

Each party will comply with laws applicable to its performance under these Terms.

Customer is responsible for laws and regulations applicable to Customer's business, industry, users, customers, communications, agent workflows, connected systems, and use of Customer Data.

Customer must comply with applicable export control, sanctions, anti-corruption, anti-bribery, consumer protection, communications, privacy, data protection, marketing, employment, and industry-specific laws.

Customer represents that neither Customer nor its users are located in, organized under the laws of, or ordinarily resident in any country or territory subject to comprehensive U.S. trade sanctions, and that Customer and its users are not identified on any applicable restricted party list.

20. Suspension

Actia may suspend or limit Customer's access to the Services if Actia reasonably determines that:

- (a) Customer has violated these Terms;
- (b) Customer's account is overdue;
- (c) Customer's use creates a security, legal, regulatory, operational, or reputational risk;
- (d) Customer's use threatens the availability, integrity, or security of the Services;
- (e) Customer Data or workflows may be unlawful, harmful, abusive, infringing, or unauthorized;
- (f) suspension is required by law or requested by a legal authority;
- (g) a Third-Party Service or infrastructure provider requires suspension or limitation;
- (h) Customer's usage exceeds applicable limits or creates unusual cost or burden.

Actia will use reasonable efforts to provide notice of suspension where practical, unless immediate suspension is necessary to prevent harm, comply with law, protect the Services, or prevent misuse.

21. Term and Termination

These Terms begin when Customer first accepts them, creates an account, subscribes to the Services, accesses the Services, or otherwise uses the Services, and continue until terminated.

Subscription terms, renewal terms, and cancellation rights are governed by the applicable order, plan, invoice, checkout page, or subscription settings.

Customer may stop using the Services at any time. Cancellation will take effect according to the applicable subscription terms. Unless otherwise stated or required by law, fees are non-refundable.

Actia may terminate these Terms or Customer's access to the Services if Customer materially breaches these Terms and fails to cure the breach within a reasonable period after notice, or immediately if the breach cannot be cured, creates material risk, involves unlawful conduct, or threatens the Services or third parties.

Upon termination, Customer's right to access and use the Services will cease. Customer is responsible for exporting Customer Data before termination where export functionality is available. Actia may delete Customer Data after termination in accordance with its retention practices, applicable law, and the Data Processing Addendum.

Sections that by their nature should survive termination will survive, including confidentiality, payment obligations, intellectual property, Customer Data rights granted for retained data, disclaimers, limitation of liability, indemnity, dispute resolution, and compliance provisions.

22. Effect of Termination and Data Deletion

After termination or expiration, Actia may disable Customer's account and access to the Services.

Actia may retain Customer Data for a limited period to allow account recovery, comply with law, prevent fraud or abuse, resolve disputes, enforce agreements, maintain security, or as otherwise permitted by these Terms, the Privacy Policy, or the Data Processing Addendum.

Where Actia processes personal information on behalf of Customer, deletion or return of such data will be handled in accordance with the Data Processing Addendum and applicable law.

Actia may retain aggregated, de-identified, diagnostic, security, billing, audit, and usage records that do not identify Customer's confidential business content or an identifiable individual, subject to applicable law.

23. Disclaimers

Except as expressly stated in these Terms, the Services are provided "as is" and "as available."

To the maximum extent permitted by law, Actia disclaims all warranties, express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, availability, reliability, security, and uninterrupted or error-free operation.

Actia does not warrant that the Services will meet Customer's requirements, that outputs will be accurate or complete, that defects will be corrected, that the Services will be uninterrupted or secure, or that the Services will be suitable for any specific industry, workflow, legal requirement, or regulated use.

Actia is not responsible for Customer Data, Customer configurations, Customer workflows, Customer decisions, connected applications, Third-Party Services, internet or telecommunications failures, or outputs used without appropriate review.

24. Limitation of Liability

To the maximum extent permitted by law, neither party will be liable for any indirect, incidental, special, consequential, exemplary, punitive, or enhanced damages, or for lost profits, lost revenue, lost goodwill, lost business opportunity, lost data, business interruption, or cost of substitute services, even if advised of the possibility of such damages.

To the maximum extent permitted by law, Actia's total aggregate liability arising out of or relating to these Terms or the Services will not exceed the amounts paid by Customer to Actia for the Services giving rise to the claim during the twelve months before the event giving rise to liability.

The limitations in this section apply regardless of the theory of liability, whether based in contract, tort, negligence, strict liability, statute, or otherwise.

Some jurisdictions do not allow certain limitations of liability, so some limitations may not apply to the extent prohibited by law.

25. Indemnity

Customer will defend, indemnify, and hold harmless Actia, its affiliates, officers, directors, employees, contractors, licensors, and service providers from and against any claims, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to:

- (a) Customer Data;
- (b) Customer's use of the Services;
- (c) Customer's agent configurations, instructions, workflows, outputs, or connected applications;
- (d) Customer's violation of these Terms;
- (e) Customer's violation of applicable law or third-party rights;
- (f) Customer's failure to provide required notices or obtain required consents;
- (g) Customer's use of the Services for regulated, sensitive, high-impact, or unlawful purposes;
- (h) any dispute between Customer and its users, customers, staff, vendors, or other third parties.

Actia will promptly notify Customer of any indemnifiable claim, allow Customer to control the defense and settlement, and provide reasonable cooperation. Customer may not settle any claim in a way that imposes liability or obligations on Actia without Actia's prior written consent.

26. Third-Party Claims and AI Outputs

Customer is responsible for reviewing and validating Outputs before using them in business communications, records, decisions, publications, or customer-facing actions.

Actia does not guarantee that Outputs will not resemble third-party content, that Outputs will be protectable by intellectual property rights, or that Outputs will be free from third-party claims.

Customer is responsible for ensuring that its use of Inputs, Outputs, Customer Data, and connected systems complies with applicable law and does not infringe or violate third-party rights.

27. Publicity

Neither party may use the other party's name, logo, or trademarks in public announcements, marketing materials, press releases, or customer lists without prior written consent, except that Actia may identify Customer as a customer if Customer has provided written approval or enabled a feature or program that expressly permits such identification.

28. Changes to the Services and Terms

Actia may update the Services and these Terms from time to time.

If Actia makes material changes to these Terms, Actia will provide notice by posting the updated Terms on its website, notifying Customer through the Services, sending email to the account contact, or using another reasonable method.

Unless otherwise stated, updated Terms will become effective when posted or on the date specified in the notice. Customer's continued use of the Services after updated Terms become effective constitutes acceptance of the updated Terms.

If Customer does not agree to updated Terms, Customer must stop using the Services and may cancel its subscription according to the applicable subscription terms.

29. Governing Law and Venue

These Terms are governed by the laws of the State of California, without regard to conflict-of-law principles.

The parties agree that the state and federal courts located in Alameda County, California, will have exclusive jurisdiction and venue for any dispute arising out of or relating to these Terms or the Services, except that either party may seek injunctive or equitable relief in any court of competent jurisdiction to protect intellectual property, confidential information, or security interests.

Each party waives any objection to jurisdiction and venue in those courts.

30. Notices

Actia may provide notices by email, through the Services, by posting on its website, or by other reasonable means.

Customer must provide notices to Actia at:

Actia LLC
d/b/a Actia AI
1900 Powell Street, Ste 700
Emeryville, CA 94608
United States
Email: legal@actia.ai

Notices are deemed given when received, except that notices provided through the Services or posted to the website are deemed given when made available.

31. Assignment

Customer may not assign or transfer these Terms, in whole or in part, without Actia's prior written consent, except to a successor in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets, provided the successor agrees to be bound by these Terms and is not a competitor of Actia.

Actia may assign or transfer these Terms in connection with a merger, acquisition, corporate reorganization, sale of assets, financing, or by operation of law.

Any attempted assignment in violation of this section is void.

32. Force Majeure

Neither party will be liable for delay or failure to perform due to events beyond its reasonable control, including natural disasters, war, terrorism, civil unrest, labor disputes, government actions, power failures, internet or telecommunications failures, cloud provider outages, cyberattacks, supply chain disruptions, or other events beyond reasonable control.

This section does not excuse payment obligations.

33. Independent Contractors

The parties are independent contractors. These Terms do not create a partnership, joint venture, agency, fiduciary, franchise, or employment relationship between the parties.

Neither party has authority to bind the other except as expressly stated in these Terms.

34. Severability

If any provision of these Terms is found invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect. The invalid, illegal, or unenforceable provision will be modified to the minimum extent necessary to make it valid and enforceable while preserving the parties' intent as closely as possible.

35. Waiver

A party's failure to enforce any provision of these Terms does not constitute a waiver of that provision or any other provision. Any waiver must be in writing and signed by the party granting the waiver.

36. Entire Agreement

These Terms, together with any applicable order, subscription plan, invoice, online checkout terms, Data Processing Addendum, Privacy Policy, Cookie Notice, and any documents expressly incorporated by reference, constitute the entire agreement between Customer and Actia regarding the Services and supersede all prior or contemporaneous agreements, proposals, understandings, or communications regarding the Services.

If there is a conflict between these Terms and an applicable order or written agreement signed by both parties, the signed order or written agreement will control to the extent of the conflict. If there is a conflict between these Terms and the Data Processing Addendum regarding processing of personal information on behalf of Customer, the Data Processing Addendum will control for that processing.

37. Contact

Questions about these Terms may be directed to:

Actia AI
1900 Powell Street, Ste 700
Emeryville, CA 94608
United States
Email: legal@actia.ai