

# Anytime AI Fulfillment Policy

**Last Updated:** October 22, 2024 |

---

## 1. Definitions

### Definitions

For the purposes of this Fulfillment Policy:

- **Company** refers to Anytime AI Inc., a Delaware corporation (“Company”), the creator and provider of the Premier AI Legal Assistant Computer Software for Plaintiff Lawyers
- **Customer** refers to any individual or entity purchasing or using the Company's Software (“Customer”).
- **Licensed Software** (“Software”) refers to the computer software created by the Company to provide AI legal solutions for lawyers and legal assistants commonly known as Premier AI Legal Assistant for Plaintiff Lawyers, and any other enhancement, modification or update thereof.
- **Fulfillment** refers to the process of delivering and implementing the Software for the Customer's use.
- **Service** refers to the entirety of the Company's offerings, including the Software, support, and related services.
- **User** refers to any individual who uses or interacts with the Software, whether directly or indirectly.
- **Intellectual Property Rights** refers to all patents, copyrights, trademarks, trade secrets, and other intellectual property rights of the Company, including without limitation all intellectual property and proprietary rights to the Software.

## 2. Service Description and Delivery Method

- The Company's Software offers an AI legal solution that is tailored to meet the unique needs of plaintiff's lawyers. The Company's Software is offered entirely online with five solutions:
  - Case Management
  - Legal Research
  - General AI Solution
    - Document Review & Summarization
    - Advanced Document Review
    - Language Polish
    - Language Translation

- AI Agent for Personal Injury Solution
  - Medical Analysis
  - Demand Letter Draft
  - Discovery Response Draft
- Prompt Library
- The Company's General AI solution is offered on a subscription model with the AI Agent for Personal Injury solution operating on a pay-as-you-go model, allowing for flexibility and scalability based on usage and business needs. Both solutions come with complimentary access to Case Management, Legal Research and Prompt Library. For detailed information about what is included in each tier and how the solutions can be customized for your specific needs, please contact the Company's sales team.

#### **Delivery Method:**

- Digital Delivery: All Software and Services are delivered electronically online. Upon completion of the fulfillment process (see Section 3), the Customer will receive access credentials from the Company via email.
- Access Instructions: The email will contain instructions on how to access and use the Software, including any necessary setup information.
- System Requirements: The Customer is responsible for ensuring they have the necessary hardware, software, and internet connectivity to access and use the Software.

### **3. Fulfillment Timeline and Process**

Standard Fulfillment: The Company will use commercially reasonable efforts to complete the fulfillment process within two (2) days from the date of order acceptance.

The Company reserves the right to modify fulfillment timelines based on the current demand, resource availability, and complexity of Customer requirements.

The fulfillment process shall be deemed complete upon the earlier of:

- The Customer's first use of the Software in a production environment, or
- Fourteen (14) days after the Company notifies the Customer that the Software is ready for use, unless the Customer notifies the Company of defects within this period.

### **4. Support and Onboarding**

Customers are entitled to receive premium start-up support, including but not limited to:

- Multiple onboarding calls with Company representatives
- Assignment to an Account Manager

After start-up, the Company is committed to providing timely and effective standard telephone support to all our customers on the following basis:

- Monday through Friday, 9:00 AM to 5:00 PM Eastern Standard Time (EST)
- Excluding U.S. federal holidays

Target Response Time: Within 24 hours during standard support hours

The Customer agrees to designate a primary point of contact (account manager) for all support-related communications.

The Company may provide additional setup and custom support services on a fee basis on mutually agreed terms with Customer.

The Company reserves the right to modify, amend, or discontinue any support services upon reasonable notice to the Customer.

## **5. Payment, Refund, Termination & Cancellation Policy**

### **Refund Policy:**

All fees are due and payable in accordance with the payment terms specified in the Customer's agreement with the Company. All sales are final. The Company maintains a **strict no-refund** policy for any fees paid, including but not limited to subscription fees and setup fees.

- **Exceptions:**
  - **Refunds will only be considered, at the sole discretion of the Company in the rare event that the Software is not delivered or access is not provided as specified in Sections 2 and 3.**
    - This includes situations where the Customer does not receive the access credentials or cannot access the Software due to issues attributable to the Software or other Company programming or credentialing.
  - **Refunds will not be granted based on the Software features or not satisfying the Customer's specific needs or expectations.**
    - In subscribing to the Software, Customer is deemed to have evaluated the features of the Software and selected it based on its design and suitability for Customer's intended use.
    - Dissatisfaction with features, performance, or suitability for the Customer's intended purpose does not qualify Customer for a refund.
  - **Request Procedure:**

- Any refund requests must be made in writing within seven (7) days of the delivery date or the date the issue arose.
  - All refund requests are subject to verification and approval by the Company **in its sole discretion**.
  - Approved refunds will be processed within thirty (30) days of approval.
- **Statutory Rights:**
  - This refund policy does not affect or supercede any statutory rights that may be available to the Customer under applicable law.

The Company reserves the right to change its fees and payment terms at any time, with such changes taking effect in the next billing cycle.

- **Termination by Company:**
  - Termination of use of Customer's the Software is ordinarily governed by the terms of the Subscription Agreement between the Company and Customer. In the absence of such terms, the following provisions shall supplement any provisions relating to termination and the obligations of Customer regarding the Software and its use. In the event of any conflict between the provisions of the Subscription Agreement and the following terms, the provisions of the Subscription Agreement shall control.
  - **Termination For Non-Payment:**
    - The Company reserves the right, **in its sole discretion**, to terminate the Subscription Agreement and all rights thereunder, including use of the Software, upon the failure of the Customer to pay a subscription fee when due.
    - Termination will be effective immediately upon written notice to the Customer.
  - **Termination For Material Default:**
    - In the event of a material default by the Customer (other than non-payment), the Company may terminate the Subscription Agreement and all rights thereunder, including use of the Software., by giving written notice if such default is not remedied within:
      - **Thirty (30) days** for month-to-month subscriptions.
      - **Sixty (60) days** for annual subscriptions.
    - The notice must specify the nature of the default and the required remedy.
  - **Effects of Termination:**
    - Upon termination for non-payment, any amounts owed to the Company prior to such termination will remain due and payable.
    - Upon termination for Customer's material default, the Company shall retain all amounts paid by Customer and all unpaid amounts prior to such termination will remain due and payable.
    - All rights granted to the Customer under the Subscription Agreement will terminate, except as otherwise expressly provided.
- **Pay-As-You-Go Services:**
  - **Discontinuation:**

- Customers may discontinue use at any time without prior notice.
- **Billing:**
  - Customers will be billed only for the services used up to the point of discontinuation.
- **Surviving Obligations:**
  - Certain obligations, including those related to payment, intellectual property rights, confidentiality, and limitations of liability, shall survive any termination or expiration of the Subscription Agreement for a period of two (2) years.

## **Cancellation Policy**

- **Subscription Services:**
  - **Automatic Renewal:**
    - **Month-to-Month Subscriptions:**
      - At the end of the initial term, month-to-month subscriptions will automatically renew for successive one-month periods ("Renewal Term") unless either party provides written notice of termination at least thirty (30) days prior to the end of the current term.
    - **Annual Subscriptions:**
      - At the end of the initial term, annual subscriptions will automatically renew for successive one-year periods ("Renewal Term") unless either party provides written notice of termination at least ninety (90) days prior to the end of the current term.
  - **Cancellation by Customer:**
    - **Notice Period:**
      - **Month-to-Month Subscriptions:**
        - Customers may cancel their subscriptions by providing written notice to the Company at least thirty (30) days prior to the end of the current term or any Renewal Term.
      - **Annual Subscriptions:**
        - Customers may cancel their subscriptions by providing written notice to the Company at least ninety (90) days prior to the end of the current term or any Renewal Term.
    - **Effective Date:**
      - Cancellations will take effect at the end of the current term or Renewal Term in which the cancellation notice period has been satisfied.
    - **No Prorated Refunds:**
      - No prorated refunds will be provided for any unused portion of the service.
    - **Cancellation Process:**
      - To cancel a subscription, the Customer must provide written notice to their assigned Account Manager or send an email to [admin@anytime-ai.com](mailto:admin@anytime-ai.com).
      - The cancellation will be confirmed in writing by the Company.

- **Early Termination by Customer:**
  - **Material Default by Company:**
    - In the event of a material default by the Company (excluding payment defaults under the Subscription Agreement), the Customer may terminate the Agreement by giving written notice in accordance with the terms of such Agreement, or in the absence of such terms, as follows, if such default is not remedied within:
      - **Thirty (30) days** for month-to-month subscriptions.
      - **Ninety (90) days** for annual subscriptions.
    - The notice must specify the nature of the default and the desired remedy.

## **6. Warranties and Disclaimers**

IN ADDITION TO ANY WARRANTIES OR DISCLAIMERS IN THE COMPANY'S SUBSCRIPTION AGREEMENT WITH CUSTOMER, THE COMPANY PROVIDES THE SOFTWARE "AS IS" AND "AS AVAILABLE" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN THE COMPANY OR ITS AUTHORIZED REPRESENTATIVES SHALL BE DEEMED TO CREATE A WARRANTY OR IN ANY WAY INCREASE, ALTER, AMEND OR MODIFY THE SCOPE OF ANY WARRANTY. THE COMPANY DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE

## **7. Software Updates and Modifications**

The Company may, at its sole discretion, provide updates, patches, or modifications to the Software. While the Company attempts to employ reasonable efforts to minimize disruption to Customers' use of the Software, it makes no guarantees regarding the timing, or potential effects of such updates.

The Customer agrees to promptly implement any critical security updates provided by the Company. The Company reserves the right to modify or discontinue any features of the Software upon reasonable notice to Customer.

## **8. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM THE CUSTOMER'S USE OR INABILITY TO USE THE SOFTWARE.

IN ANY CASE, COMPANY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY THE CUSTOMER TO COMPANY FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE CUSTOMER AGREES TO INDEMNIFY AND HOLD CUSTOMER HARMLESS FROM ANY CLAIMS, DAMAGES, OR EXPENSES ARISING FROM THE CUSTOMER'S USE OF THE SOFTWARE IN VIOLATION OF THE SUBSCRIPTION AGREEMENT OR APPLICABLE LAWS.

## **9. Intellectual Property Rights**

Customer acknowledges each and every obligation of Customer under the Subscription Agreement and agrees to perform such obligations in accordance with the terms of such Agreement. In addition, Customer acknowledges Company's Intellectual Property Rights in the Software, including any modifications and updates thereof, and that said Software remains the exclusive property of Company. In accordance with and subject to the provisions of the Subscription Agreement, the Customer is granted a limited, non-exclusive, non-transferable license to use the Software solely for its internal business purposes. The Customer agrees not to reverse engineer, decompile, or attempt to derive the source code of the Software.

## **10. Data Protection and Privacy**

The Company's use of Customer data is governed by its [Privacy and Security Policy](#), which is incorporated into this agreement by reference. The Customer represents and warrants that it has obtained all necessary consents and permissions for the collection and processing of Customer and Customer submitted data through the Software. Company shall implement reasonable security measures to protect Customer data in accordance with its Privacy and Security Policy.

## **11. Force Majeure**

Neither Company or Customer shall be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

## **12. Assignment**

The Customer may not assign or transfer any rights or obligations under the Subscription Agreement without the prior written consent of the Company. Company may assign its rights and obligations under the Subscription Agreement to any affiliate or successor in interest.

## **13. Entire Agreement**

The Subscription Agreement between Customer and Company constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. To the extent the Terms of the Subscription Agreement conflict with any provision described in this Fulfillment Policy, the provisions of the Subscription Agreement shall control.

## **14. Severability**

If any provision of the Subscription Agreement or of this Fulfillment Policy is found to be unenforceable or invalid, that provision will be limited or severed to the minimum extent necessary so that such provision will otherwise remain in full force and effect and enforceable.

## **15. Amendments and Modifications**

The Company reserves the right to modify or replace this Fulfillment Policy and [Terms of Service](#) at any time, at its sole discretion. Continued use of the Software following the posting of any changes to this Policy constitutes acceptance of those changes. Material changes to this agreement will be communicated to the Customer via email or through the Software.

## **Contact Information**

For any questions or concerns regarding this Fulfillment Policy, please contact us at:

- **Email:** admin@anytime-ai.com
- **Phone:** + 917-667-9965
- **Address:** 44 South Broadway, White Plains, New York, 10601 (Office 136)