

EXCAPY LLC – TERMS OF SERVICE, SAAS AGREEMENT, ARBITRATION AND DPA

This Terms of Service, Software as a Service Agreement, Arbitration and Data Processing Agreement (“Agreement”) governs access to and use of the Excapy SaaS platform.

This Agreement is entered into by and between:

EXCAPY LLC, a Florida limited liability company, duly organized and existing under the laws of the State of Florida, United States of America, with its principal place of business at 6675 Westwood Blvd, Suite 330, Orlando, Florida 32821, USA, registered with the Internal Revenue Service (IRS) under Employer Identification Number (EIN) 30-1411632 (“EXCAPY”).

This Agreement applies to any individual or legal entity (“Client”) that accesses, subscribes to, pays for, or uses the Software.

BY ACCESSING, SUBSCRIBING TO, PAYING FOR, OR USING THE SOFTWARE, CLIENT AGREES TO BE LEGALLY BOUND BY THIS AGREEMENT.

SECTION 1 – DEFINITIONS

“Software” means the Excapy SaaS platform.

“Client Data” means data submitted by Client.

“Commercial Terms” means pricing, plans, billing cycles, and subscription models published by EXCAPY.

SECTION 2 – SERVICES

EXCAPY provides a cloud-based Software as a Service (SaaS) platform for tour and excursion management.

SECTION 3 – LICENSE GRANT

EXCAPY grants Client a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Software for internal business purposes.

SECTION 4 – ACCEPTANCE AND ELECTRONIC AGREEMENT

Acceptance occurs through payment, account creation, subscription activation, or continued use.

No physical or manual signature is required.

Electronic acceptance is valid and binding pursuant to the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and the Uniform Electronic Transactions Act (UETA).

SECTION 5 – FEES, BILLING AND STRIPE AUTHORIZATION

Client authorizes recurring billing via Stripe or other authorized payment processors.

Billing frequency and amounts depend on the subscription plan selected (monthly or annual).

All payments are non-refundable except as required by applicable law.

SECTION 6 – SUBSCRIPTION TERM, RENEWAL AND TERMINATION

6.1 Monthly Subscription Plan

If Client subscribes to a monthly plan, the Agreement shall remain in effect on a month-to-month basis.

The monthly subscription renews automatically each billing cycle until cancelled by Client.

Client may cancel a monthly subscription at any time, and cancellation will take effect at the end of the current billing period, with no early termination fee or penalty.

6.2 Annual Subscription Plan

If Client subscribes to an annual plan, the Agreement shall remain in effect for an initial term of twelve (12) months (“Annual Term”).

The annual subscription renews automatically for successive twelve (12) month periods unless cancelled prior to renewal.

If Client terminates an annual subscription before the end of the Annual Term, Client shall pay an early termination fee equal to thirty percent (30%) of the remaining contract value for the unused portion of the Annual Term.

6.3 Termination for Cause

EXCAPY may suspend or terminate access to the Software immediately in the event of non-payment, violation of this Agreement, misuse of the Software, or violation of applicable law.

SECTION 7 – USE RESTRICTIONS

Client shall not reverse engineer, resell, sublicense, share credentials, or misuse the Software.

SECTION 8 – INTELLECTUAL PROPERTY

All intellectual property rights in the Software remain the exclusive property of EXCAPY LLC.

No ownership rights are transferred under this Agreement.

SECTION 9 – CONFIDENTIALITY

Each Party agrees to protect confidential and proprietary information of the other Party.

SECTION 10 – DATA PROTECTION AND PRIVACY

Processing of Client Data is governed by the Data Processing Addendum attached as Exhibit A, which forms an integral part of this Agreement.

SECTION 11 – SUPPORT AND SERVICE AVAILABILITY

The Software is provided on an “as is” and “as available” basis.

EXCAPY targets a minimum monthly availability of 99.5%, excluding scheduled maintenance and force majeure events.

SECTION 12 – LIMITATION OF LIABILITY

To the maximum extent permitted by law, EXCAPY shall not be liable for indirect, incidental, consequential, special, or punitive damages.

EXCAPY’s total aggregate liability shall not exceed the fees paid by Client in the twelve (12) months preceding the event giving rise to the claim.

SECTION 13 – INDEMNIFICATION

Client agrees to indemnify, defend, and hold harmless EXCAPY LLC from any claims, damages, losses, liabilities, or expenses arising from Client’s misuse of the Software or violation of applicable law.

SECTION 14 – COMPLIANCE WITH LAWS

Client agrees to comply with all applicable laws, regulations, and third-party platform rules.

SECTION 15 – GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, without regard to conflict of law principles.

SECTION 16 – ARBITRATION AND DISPUTE RESOLUTION

Any dispute, claim, or controversy arising out of or relating to this Agreement or the use of the Software shall be resolved exclusively by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules.

The arbitration shall take place in Orange County, Florida, USA.

The Parties expressly waive the right to trial by jury and the right to participate in any class action, collective action, or representative proceeding.

SECTION 17 – ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between EXCAPY and Client and supersedes all prior or contemporaneous agreements or understandings.

EXHIBIT A – DATA PROCESSING ADDENDUM (DPA)

1. Roles

Client acts as Data Controller.

EXCAPY acts as Data Processor.

2. Purpose

Personal data shall be processed solely to provide the Software and related services.

3. Security Measures

EXCAPY maintains appropriate technical and organizational safeguards to protect Client Data.

4. Subprocessors

EXCAPY may engage subprocessors, including hosting providers, payment processors, and analytics services.

5. Data Retention and Deletion

Upon termination of the Agreement, Client Data may be deleted or retained in accordance with EXCAPY's data retention policies.