STOCK CARD, INC. d/b/a VEXLAB

TERMS OF SERVICE

Content Services Agreement and GTM Library Subscription Terms

These Terms of Service (this “Contract”) are between Stock Card, Inc., a Delaware corporation doing business as VexLab (“VexLab”), and the individual or entity that accepts this Contract through VexLab's checkout (the “Client”) in order to (a) enroll in a VexLab managed content packaging track (the “Content Services”), (b) subscribe to the GTM Library (as defined in Section 13.1), or (c) both. This Contract takes effect on the date the Client accepts it and completes enrollment or purchase (the “Effective Date”). The Client's name, business name, billing address, and email address provided at checkout, together with the date and time of acceptance recorded by VexLab's payment processor, identify the Client and evidence the Client's agreement to this Contract. As a condition of the Client engaging VexLab or subscribing to the GTM Library, and for other valuable consideration, the parties agree as follows:

HOW THIS CONTRACT APPLIES

This Contract covers two separate offerings, and different sections apply to each.

- **Content Services.** Sections 1 through 12 apply to a Client that enrolls in the Content Services. Section 13 does not apply to the Content Services. In Sections 1 through 11, “services” means the Content Services only.
- **GTM Library.** Section 13 applies to a Client that subscribes to the GTM Library (a “Subscriber”), together with the parts of Sections 9, 10.2, and 12 identified in Section 13.16. Sections 1 through 8, 10.1, and 11 do not apply to the GTM Library.
- **Both.** A Client that purchases both offerings is bound by each set of terms for the offering it relates to. Ending one offering does not end the other.

1. WORK AND PAYMENT

1.1 Services and Statement of Work

VexLab provides managed content packaging services for the Client's YouTube channel under the track the Client selects at checkout. The specific services, deliverables, cadence, and fee for the Client's engagement are those presented at checkout and shown on the resulting order and invoice (the “Order”). The Order is incorporated into and forms part of this Contract. If the Order and this Contract conflict, the Order controls for the scope, deliverables, and fee it describes, and this Contract governs all other terms.

VexLab will also provide the Client access to the collaboration tools reasonably needed for the engagement, which may include a shared Slack channel, a shared drive, and a tracking sheet, for the duration of this Contract.

1.2 Additional Services

The Client may add optional paid services or expanded coverage (such as additional videos, short-form video coverage, additional channels, or rush delivery) by selecting them at checkout or by separate written agreement with VexLab. Any additions are billed at the rates presented at the time of selection and are otherwise governed by this Contract.

1.3 Schedule

VexLab will begin work on the Effective Date. This Contract operates on a recurring monthly subscription basis, renews automatically each month on the Billing Date (as defined in Section 1.4), and may be ended by either the Client or VexLab at any time, for any reason, pursuant to Section 6 (Term and Termination).

1.4 Payment

The Client will pay VexLab the recurring monthly fee for the track and any add-ons the Client selects at checkout, as set out in the Order, on a recurring subscription basis. All fees are exclusive of taxes, and the Client is responsible for any applicable sales, use, or similar taxes arising from the services, other than taxes based on VexLab's net income.

The Client's recurring monthly billing date (the “Billing Date”) is the same calendar day of each month as the Effective Date. If a given month does not contain that calendar day (e.g., the Effective Date is the 29th, 30th, or 31st), the Billing Date for that month is the last day of that month.

Payment is due on each Billing Date, with no additional net payment term. The Client authorizes VexLab to invoice the Client for the fee on each Billing Date, or, once automatic billing is implemented, to automatically charge the Client's payment method on file on each Billing Date, in either case without further action required by the Client. Payment not received on the Billing Date will incur a late fee of 1% per month on the outstanding amount, and VexLab may suspend services until payment is received.

1.5 Expenses

VexLab may request additional payment for any agreed-upon, non-cancellable expenses, which must be approved by the Client in advance in writing.

1.6 No Refunds

Except as otherwise agreed in writing, fees paid are non-refundable, including for any unused portion of a monthly billing period following termination under Section 6.

1.7 Support

VexLab will not provide ongoing support, including revisions for any deliverable, once the Client publishes a title or thumbnail on YouTube or other social media channels, unless otherwise agreed in writing.

2. OWNERSHIP AND LICENSES

2.1 Client Owns All Work Product

As part of this engagement, VexLab is creating the “work product” for the Client. The work product includes the completed deliverables, as well as drafts, notes, materials, internal processes, wording, marketing phrases, mockups, designs, and anything else VexLab creates as part of this Contract. VexLab hereby assigns this work product to the Client once the Client has paid for it in full, including all rights, title, and interest in and to the work product (including intellectual property rights). The Client may use, modify, destroy, or otherwise deal with the work product as it sees fit.

2.2 VexLab's Use of Work Product

Once the work product is delivered, VexLab has no rights to it except as the Client explicitly grants here or separately in writing. The Client grants VexLab permission to reference the work product in portfolios, websites, galleries, and other media solely to showcase VexLab's work, and not for any other purpose, including any commercial resale of the work product itself. This license survives termination of this Contract and may not be revoked by the Client. The Client also grants VexLab the right to identify the Client by name and to reference the Client's channel, results, and this engagement in written and video case studies and other marketing materials. The Client agrees to cooperate reasonably with the production of a video case study if VexLab requests one, including participating in a recorded interview or providing channel footage and screen-recording access for that purpose. VexLab will obtain the Client's written approval of the specific case study before publication, and the Client will not unreasonably withhold, condition, or delay that approval. This right survives termination of this Contract.

2.3 VexLab's Help Securing Ownership

VexLab agrees to reasonably assist the Client, at the Client's expense, in confirming or perfecting the Client's ownership of the work product if needed in the future. If the Client cannot locate VexLab after reasonable effort, VexLab irrevocably appoints the Client as its agent and attorney-in-fact, coupled with an interest, to execute, verify, and file any documents necessary to accomplish the purposes of Section 2.1.

2.4 VexLab's Background IP

VexLab owns certain pre-existing and independently developed intellectual property that is not “work product,” including VexLab's proprietary pattern database (title patterns, anti-patterns, thumbnail patterns, anti-patterns, curiosity trigger mappings, and related rubrics), internally developed AI agents, models, prompts, and automation workflows, and other methodologies, software, and proprietary tools and practices (“Background IP”). VexLab is not transferring any Background IP to the Client. VexLab grants the Client a worldwide, royalty-free, non-exclusive license to use the Background IP solely as embodied in the delivered work product, for the Client's own internal business purposes. The Client may not sell, sublicense, reverse-engineer, or otherwise exploit the Background IP separately from the delivered work product. The Client will not use the delivered work product, or VexLab's Background IP embodied in it, to train, fine-tune, or develop any machine-learning model, dataset, or automated system that provides or supports services substantially similar to VexLab's.

2.5 VexLab's Right to Use Client IP

The Client grants VexLab the right to use the Client's intellectual property (e.g., channel logos, footage, branding) to the extent reasonably necessary for VexLab to perform its obligations under this Contract. Beyond that, the Client grants VexLab no other intellectual property rights unless separately agreed in writing.

2.6 AI-Assisted Work Product

The Client acknowledges and agrees that VexLab produces the work product using a combination of human expertise and artificial intelligence tools, including third-party AI/machine-learning platforms and VexLab's internally developed AI agents and automation workflows (collectively, “AI Tools”). The Client consents to VexLab's use of AI Tools in performing this Contract, including the submission of Client content and Client Confidential Information reasonably necessary for that purpose to third-party AI Tools, subject to those third parties' own terms of service and data-handling practices. VexLab will use commercially reasonable efforts to select third-party AI Tools with reasonable confidentiality and data-protection commitments and, where available, to configure such tools to disable retention or use of Client data for third-party model training. VexLab maintains human review and editorial judgment over AI-generated outputs before they are delivered to, or published on behalf of, the Client. The Client acknowledges that some jurisdictions limit copyright protection for content generated primarily by artificial intelligence without sufficient human authorship, and VexLab does not warrant the registrability or enforceability of copyright in any portion of the work product that is primarily AI-generated.

2.7 Aggregated Data

VexLab may collect, retain, and use performance data, analytics, and learnings derived from the services, including the results of A/B tests and the performance of published titles and thumbnails, to operate, develop, and improve its Background IP, pattern database, models, and services. VexLab will do so only in aggregated and de-identified form that does not identify the Client or the Client's channel. Aggregated and de-identified data is not Client Confidential Information, and VexLab's rights under this Section 2.7 survive termination of this Contract.

3. COMPETITIVE ENGAGEMENTS

VexLab is free, without limitation or restriction, to work for any competitor of the Client at any time during or after this Contract. A competitor is any third party that develops, promotes, sells, licenses, or otherwise provides products or services substantially similar to the Client's, or that plans to do so. VexLab is not required to seek the Client's permission before doing so. This Section applies equally to any employees or subcontractors VexLab engages.

4. NON-SOLICITATION

Until this Contract ends, VexLab will not: (a) encourage the Client's employees or service providers to stop working with the Client; (b) encourage the Client's customers to stop doing business with the Client; or (c) hire anyone who worked for the Client in the 12 months before this Contract ended, provided that this restriction does not apply where that person responds to a general public job posting not specifically targeted at the Client's personnel.

5. REPRESENTATIONS

5.1 Authority to Sign

Each party represents that it has the authority to enter into this Contract and to perform its obligations under it.

5.2 VexLab's Right to Deliver Work Product

VexLab represents that it owns the work product, has the right to deliver it to the Client, and that no other party will claim ownership of it. If VexLab uses employees or subcontractors, VexLab represents that they are bound by agreements assigning to VexLab any rights needed to make this representation true.

5.3 Compliance With Laws

VexLab represents that the manner in which it performs this engagement, its work product, and any Background IP it uses comply with applicable laws and regulations.

5.4 No Infringement

VexLab represents that, to its knowledge after commercially reasonable diligence, the work product does not infringe any third party's intellectual property rights, and that this Contract does not conflict with any other agreement VexLab has entered into. The Client acknowledges that content produced or assisted by AI Tools (as defined in Section 2.6) carries an inherent, industry-wide risk of unintentional similarity to third-party material that cannot be entirely eliminated, and that this representation is qualified accordingly with respect to any AI-assisted portion of the work product.

5.5 Client Cooperation

The Client agrees to review deliverables in a timely manner, remain reasonably available to answer VexLab's questions, and provide timely feedback and approvals (including any approvals required under this Contract). If the Client does not provide requested feedback, approval, or access within five (5) business days of VexLab's request, the applicable deliverable is deemed accepted, and any resulting delay will not count against VexLab or excuse VexLab from any timing or turnaround commitment.

5.6 Client-Supplied Material and Channel

The Client represents that it owns or has obtained all rights, licenses, consents, and releases necessary for its channel, content, footage, music, images, branding, talent, and any material it supplies or directs VexLab to incorporate into the work product; that this material and the Client's channel do not infringe or violate any third party's intellectual property, publicity, privacy, or other rights; and that the Client's channel and content comply with the YouTube Terms of Service and Community Guidelines.

5.7 No Guarantee of Results; Disclaimer of Warranties

VexLab performs its services using professional skill and its proprietary methods, but VexLab does not guarantee, and makes no representation or warranty regarding, any specific outcome, including any level of views, impressions, clickthrough rate, watch time, subscriber growth, engagement, monetization, or revenue. The Client acknowledges that these outcomes depend on factors outside VexLab's control, including the YouTube algorithm and its changes, viewer behavior, the Client's underlying content and publishing decisions, competition, and market conditions. Except for the express representations in this Section 5, VexLab provides all services and work product “as is” and disclaims all other warranties, whether express, implied, or statutory, including any implied warranties of merchantability and fitness for a particular purpose.

6. TERM AND TERMINATION

This Contract continues on a rolling monthly subscription basis until ended by either party. Either party may terminate this Contract for any reason by providing at least 30 days' written notice (email is acceptable) to the other party. Upon termination, the Client remains responsible for the fee for the then-current monthly billing period per Section 1.4 (subject to Section 1.6, No Refunds), plus any agreed-upon non-cancellable expenses. The following sections survive termination: Section 2 (Ownership and Licenses), Section 3 (Competitive Engagements), Section 4 (Non-Solicitation), Section 5 (Representations), Section 8 (Confidential Information), Section 9 (Limitation of Liability), Section 10 (Indemnity), Section 11 (Platform Access and Dependency), and Section 12 (General).

7. INDEPENDENT CONTRACTOR

The Client is engaging VexLab as an independent contractor. The following statements accurately describe the relationship:

- VexLab uses its own equipment, tools, and materials to perform the work.
- VexLab determines when, where, and how the work is carried out; the Client does not control day-to-day performance.
- The Client provides no training to VexLab.
- The parties do not have a partnership or employer-employee relationship.
- VexLab cannot enter into contracts, make promises, or otherwise act on behalf of the Client.
- VexLab is not entitled to any Client employee benefits.
- VexLab is solely responsible for its own taxes; the Client will not withhold taxes or make disability, unemployment, or workers' compensation payments on VexLab's behalf.

8. CONFIDENTIAL INFORMATION

8.1 Client Confidential Information

VexLab may come across or receive confidential Client information (e.g., customer lists, business strategies, R&D notes, channel analytics). VexLab will treat this information as it treats its own confidential information, use it only to perform this Contract, and not disclose it to third parties without the Client's prior written permission (email or Slack is acceptable). This obligation survives termination of this Contract, subject to standard exceptions: information that is or becomes public through no fault of VexLab, that VexLab already knew without a duty of confidentiality, that a third party provided without confidentiality restrictions, or that VexLab independently developed without reference to the Client's confidential information.

8.2 AI Service Providers

Notwithstanding Section 8.1, VexLab may disclose Client Confidential Information to third-party AI Tools (as defined in Section 2.6) to the extent reasonably necessary to perform this Contract, subject to the commitments described in Section 2.6. Such disclosure does not constitute a breach of Section 8.1.

8.3 Third-Party Confidential Information

Each party agrees not to share confidential information belonging to third parties with the other party unless authorized to do so, and to disclose in writing any special restrictions on information it is authorized to share.

8.4 VexLab Confidential Information

The Client will treat as confidential, and will not disclose or use except as permitted under this Contract, VexLab's Background IP and any non-public information about VexLab's pattern database, scores, rubrics, prompts, models, agents, methods, pricing, and processes that is disclosed or made accessible to the Client, whether or not marked confidential. The Client's obligations under this Section 8.4 survive termination of this Contract and are subject to the same exceptions stated in Section 8.1.

9. LIMITATION OF LIABILITY

9.1 No Indirect Damages

Except as stated in Section 9.3, neither party will be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, lost revenue, lost business, lost or diminished channel performance, loss of goodwill, or loss of data, arising out of or relating to this Contract, even if advised of the possibility of such damages and regardless of the theory of liability.

9.2 Liability Cap

Except as stated in Section 9.3, each party's total aggregate liability arising out of or relating to this Contract will not exceed the total fees paid by the Client to VexLab under this Contract during the three (3) months immediately preceding the event giving rise to the claim.

9.3 Exclusions

The limitations in Sections 9.1 and 9.2 do not apply to: (a) the Client's obligation to pay fees due under this Contract; (b) a party's breach of Section 8 (Confidential Information) or misuse of the other party's intellectual property; or (c) a party's gross negligence, willful misconduct, or fraud. VexLab's liability under Section 10.1 (VexLab Indemnity) is not subject to Sections 9.1 and 9.2 and is instead subject to the separate limit stated in Section 10.1.

10. INDEMNITY

10.1 VexLab Indemnity

VexLab will indemnify and hold harmless the Client (and its affiliates, directors, officers, employees, and agents) from third-party claims arising out of: (i) VexLab's work under this Contract; (ii) VexLab's breach of its obligations under this Contract; or (iii) VexLab's breach of the representations in Section 5. VexLab's total aggregate liability under this Section 10.1 will not exceed the total fees paid by the Client to VexLab under this Contract during the twelve (12) months immediately preceding the claim. This limit does not apply to liability arising from VexLab's gross negligence, willful misconduct, or fraud.

10.2 Client Indemnity

The Client will indemnify and hold harmless VexLab (and its affiliates, directors, officers, employees, and agents) from third-party claims arising out of the Client's breach of its obligations under this Contract.

11. PLATFORM ACCESS AND DEPENDENCY

The Client will grant VexLab the access to the Client's YouTube channel and related accounts, including YouTube Studio editor access at the level reasonably necessary, that VexLab needs to perform the services, and the Client represents that it has authority to grant that access. Upon termination of this Contract, VexLab will cease using, and the Client will promptly revoke, that access. The services depend on third-party platforms and tools, including YouTube, the YouTube Data API, YouTube's testing and analytics features, and third-party AI Tools. VexLab is not responsible for, and this Contract is subject to, any change, outage, deprecation, pricing change, rule change, or discontinuation of those platforms and tools, or for any suspension, demonetization, strike, restriction, or termination of the Client's channel or account by YouTube, except to the extent directly caused by VexLab's breach of this Contract or its negligence. The Client is responsible for the compliance of its channel and content with the YouTube Terms of Service and Community Guidelines. This Section 11 survives termination of this Contract.

12. GENERAL

12.1 Assignment

VexLab may not assign its rights or delegate its obligations under this Contract to a third party (other than by will or intestate succession) without the Client's prior written permission. The Client may assign its rights and delegate its obligations under this Contract without VexLab's permission.

12.2 Arbitration

Any dispute arising under this Contract may, at either party's election, be resolved exclusively by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration will be seated in the county of VexLab's principal place of business in California and conducted before a single arbitrator, and each party waives any right to bring or participate in a class, collective, or representative proceeding. Notwithstanding the foregoing, either party may seek temporary or preliminary injunctive or other equitable relief from a court of competent jurisdiction to protect its intellectual property or Confidential Information, without waiving this arbitration agreement as to any other dispute.

12.3 Modification; Waiver

This Contract may only be modified by a written document signed by both parties. No waiver of any right under this Contract is effective unless made in writing and signed by the waiving party.

12.4 Notices

Notices under this Contract must be in writing and delivered by personal delivery, email, an agreed Slack channel, or certified/registered mail (postage prepaid, return receipt requested), to the address specified by the receiving party. A notice is deemed received: immediately if delivered personally; upon acknowledgment if delivered by email or Slack; upon the date on the signed receipt if delivered by mail; or, if received after 5:00pm local time or on a non-business day, at 9:00am on the next business day.

12.5 Severability

If any portion of this Contract is found unenforceable, it will be modified to the minimum extent necessary to make it enforceable or, if that is not possible, disregarded, without affecting the enforceability of the remainder of this Contract.

12.6 Signatures

This Contract may be signed electronically (e.g., via DocuSign or similar e-signature software), and such signatures are treated as originals for all purposes.

12.7 Governing Law

This Contract is governed by the laws of the State of California, without regard to conflict-of-laws principles.

12.8 Entire Contract

This Contract represents the parties' final and complete understanding regarding its subject matter and supersedes all prior agreements or understandings, written or oral, between the parties on that subject matter.

12.9 Force Majeure

Neither party is liable for any delay or failure to perform under this Contract, other than a failure to pay amounts due, caused by events beyond its reasonable control, including acts of God, natural disasters, war, civil unrest, labor disputes, governmental action, epidemic, internet or utility failures, and any outage, change, or discontinuation of a third-party platform, API, or AI Tool. The affected party will use commercially reasonable efforts to resume performance promptly.

13. GTM LIBRARY SUBSCRIPTION

13.1 The GTM Library

The GTM Library is VexLab's online library of go-to-market tactics and teardown articles published under the Origin Notes name, made available at originnotes.vexlab.ai or a successor address. It includes (a) the Tactic Library, a searchable and filterable web view of the tactics, and (b) AI access, a connection that lets the Subscriber's own AI tools search and read the tactics and the teardown articles. All text, data, structure, classifications, and compilations in the GTM Library are the “Library Content”. VexLab may add, update, reorganize, or remove Library Content and features at any time.

13.2 Account and Eligibility

A subscription is for one individual. The Subscriber must be at least 18 years old and is subscribing for business or professional purposes. The Subscriber signs in using a one-time link sent to the email address used at checkout, and may be issued a personal connection address or key for AI access (together, the “Credentials”). The Subscriber will keep the Credentials confidential, will not share them with or transfer them to anyone else, and is responsible for all activity under them. The Subscriber will tell VexLab promptly at admin@vexlab.ai if it believes its Credentials have been used by someone else.

13.3 Subscription Term, Fees, and Automatic Renewal

The subscription runs for a term of one year starting on the Effective Date (each one-year period, a “Subscription Term”). The annual fee is the price shown at checkout and is charged in advance to the Subscriber's payment method.

THE SUBSCRIPTION RENEWS AUTOMATICALLY FOR A FURTHER ONE-YEAR SUBSCRIPTION TERM ON EACH ANNIVERSARY OF THE EFFECTIVE DATE. THE SUBSCRIBER AUTHORIZES VEXLAB TO CHARGE THE THEN-CURRENT ANNUAL FEE TO THE PAYMENT METHOD ON FILE AT EACH RENEWAL, UNTIL THE SUBSCRIBER CANCELS UNDER SECTION 13.4.

VexLab will send a reminder to the Subscriber's email address before each renewal. VexLab may change the annual fee, and any change takes effect at the next renewal after VexLab has given the Subscriber at least 30 days' notice by email. All fees are exclusive of taxes, and the Subscriber is responsible for any applicable sales, use, or similar taxes, other than taxes based on VexLab's net income.

13.4 Cancellation

The Subscriber may cancel at any time, for any reason, using the “Manage subscription” link on the account page of the GTM Library or by emailing admin@vexlab.ai. Cancellation stops future renewals and takes effect at the end of the current Subscription Term, and the Subscriber keeps access until then. No notice period applies.

13.5 Refunds

Fees are non-refundable, including for any unused part of a Subscription Term after cancellation, except (a) as stated in Sections 13.12 and 13.13, or (b) where a refund is required by law.

13.6 Failed Payments

If a renewal payment fails, VexLab or its payment processor may retry the charge. If payment is not received after those retries, the subscription ends and access stops. The late fee in Section 1.4 does not apply to the GTM Library.

13.7 License

Subject to this Contract and payment of the fees, VexLab grants the Subscriber a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license, during the Subscription Term, to access the GTM Library and to use the Library Content for the Subscriber's own business and professional purposes, including advising companies the Subscriber works for, invests in, or advises. The Subscriber may apply what it learns from the Library Content in its own work and may quote brief excerpts with attribution to Origin Notes.

13.8 Restrictions

The Subscriber will not, and will not allow anyone else to: (a) share, sell, rent, or transfer access to the GTM Library or the Credentials; (b) copy, download, export, scrape, or otherwise extract all or a substantial part of the Library Content, whether manually, through AI access, or by any automated means; (c) republish, redistribute, or make the Library Content available to third parties, other than brief excerpts under Section 13.7; (d) use the Library Content to build, populate, or improve a database, library, product, or service that competes with or substitutes for the GTM Library or Origin Notes; (e) use the Library Content to train, fine-tune, or develop any machine-learning model or dataset; (f) access the GTM Library by any automated means other than AI access used through the Subscriber's own Credentials for the Subscriber's own queries; (g) circumvent or interfere with usage limits, access controls, or security measures; or (h) remove or obscure any attribution or proprietary notices.

13.9 AI Access

AI access lets the Subscriber connect third-party AI tools that the Subscriber chooses and controls. Those tools are governed by their own providers' terms and privacy practices, and VexLab is not responsible for them. Answers produced by a third-party AI tool may be incomplete or inaccurate even when they draw on Library Content, and the Subscriber is responsible for checking them against the Library Content. VexLab may apply reasonable usage limits to AI access and to the Tactic Library, and does not guarantee compatibility with any particular AI tool.

13.10 Ownership and Feedback

VexLab and its licensors own the GTM Library and the Library Content, including the selection, arrangement, classification, and analysis of the tactics, all of which form part of VexLab's Background IP. The Subscriber receives only the license in Section 13.7, and nothing in the GTM Library is “work product” under Section 2. If the Subscriber sends VexLab suggestions or feedback, including suggestions of companies to cover, VexLab may use them without restriction or payment.

13.11 Nature of the Content; No Advice; Disclaimer of Warranties

The Library Content is general information and commentary about how companies have gone to market. It is drawn from public sources, company statements, and third-party estimates, which VexLab has not audited and which may be incomplete, inaccurate, or out of date. The Library Content is not business, legal, financial, investment, or other professional advice, and the Subscriber is solely responsible for its own decisions. VexLab does not guarantee any result from using a tactic. Company names and trademarks in the Library Content belong to their owners, and their inclusion does not imply any affiliation with or endorsement by those companies. VexLab provides the GTM Library and the Library Content “as is” and “as available” and disclaims all warranties, whether express, implied, or statutory, including any implied warranties of merchantability, fitness for a particular purpose, accuracy, and non-infringement.

13.12 Availability and Changes

VexLab will use commercially reasonable efforts to keep the GTM Library available, but does not guarantee uninterrupted access, and may suspend access for maintenance or security reasons. VexLab may change or discontinue features of the GTM Library. If VexLab discontinues the GTM Library entirely, it will give the Subscriber at least 30 days' notice by email and refund a pro-rata portion of the annual fee for the unused part of the Subscription Term.

13.13 Suspension and Termination by VexLab

VexLab may suspend or end the Subscriber's access immediately if the Subscriber breaches Section 13.2 or 13.8, or if VexLab reasonably believes the Credentials are being shared or used to extract Library Content. No refund is due in that case. VexLab may also end a subscription for any other reason by notice to the Subscriber, in which case VexLab will refund a pro-rata portion of the annual fee for the unused part of the Subscription Term.

13.14 Effect of Ending

When a subscription ends for any reason, the license in Section 13.7 ends and the Subscriber must stop using the Credentials. Sections 13.5, 13.8, 13.10, 13.11, 13.15, 13.16, and 13.17 survive.

13.15 Privacy and Usage Data

VexLab collects the Subscriber's email address and records the Subscriber's use of the GTM Library, including searches, filters, and AI access requests, to operate, secure, and improve the GTM Library and to enforce this Contract. Payment details are collected and processed by VexLab's payment processor. VexLab handles personal information as described in its Privacy Policy published at vexlab.ai.

13.16 How the Other Sections Apply

For the GTM Library: (a) Section 9 (Limitation of Liability) applies, except that the cap in Section 9.2 is the total fees paid by the Subscriber for the GTM Library during the twelve (12) months immediately preceding the event giving rise to the claim; (b) Section 10.2 (Client Indemnity) applies; and (c) Section 12 (General) applies, except that the Subscriber may not assign or transfer its subscription or this Contract, VexLab may assign this Contract to a successor to its business, and Section 12.3 is subject to Section 13.17. Sections 1 through 8, 10.1, and 11 do not apply to the GTM Library.

13.17 Changes to These Terms

VexLab may update the terms of this Contract that apply to the GTM Library by giving the Subscriber at least 30 days' notice by email. An update takes effect on the date stated in the notice. A Subscriber who does not agree may cancel under Section 13.4 before that date, and the previous terms continue to apply until the end of the then-current Subscription Term.

ACCEPTANCE

By checking the acceptance box and completing enrollment or purchase, and payment, through VexLab's checkout, the Client agrees to be bound by this Contract. The person accepting represents that they are authorized to bind the Client. VexLab's payment processor records the Client's identity and the date and time of acceptance, and that record, together with the information the Client provides at checkout, evidences this agreement and its Effective Date and is admissible to prove its terms. No handwritten or separate electronic signature is required.

This is Version 3.0 of this Contract, published October 2026. Version 3.0 adds the GTM Library subscription terms in Section 13 and the section titled “How This Contract Applies”. Sections 1 through 12 are unchanged from Version 2.0. Questions about this Contract can be sent to VexLab at admin@vexlab.ai.