Master Subscription Agreement (Terms and Conditions)

iQueuing · Effective date: July 31, 2026 · English controlling language

Recitals

This Master Subscription Agreement ("Agreement") governs the access and use of the iQueuing SaaS platform ("Platform") by the entity executing an order form or registering an account ("Tenant").

1. Access and Acceptable Use

1.1. License Grant: Subject to Tenant's continuous compliance with this Agreement and payment of all applicable fees, Provider grants Tenant a limited, non-exclusive, non-transferable, revocable license to access and use the Platform for its internal business purposes.

1.2. Acceptable Use Policy (AUP): Tenant and its End Users shall not: (a) reverse engineer, decompile, or attempt to derive the source code of the Platform; (b) use the Platform to process illegal, infringing, or malicious content; (c) circumvent any security or feature-gating mechanism; or (d) use the Platform to build a competitive product. Tenant shall not use the Platform to send SMS/MMS in violation of applicable law, carrier or aggregator policies, or Section 7 of this Agreement (including prohibited categories commonly rejected by carriers, such as unlawful loan solicitation, federally illegal substances, or gambling promotions where prohibited).

1.3. Suspension: Provider may unilaterally suspend Tenant's access without notice or cure period if Provider determines, in its sole discretion, that Tenant is in violation of the AUP, poses a security risk, or is in default of payment.

2. Intellectual Property

2.1. Provider IP: Provider retains all right, title, and interest (including all intellectual property rights) in and to the Platform, underlying technology, underlying models, and aggregated/anonymized behavioral data.

2.2. Tenant Data: Tenant retains ownership of data submitted to the Platform ("Tenant Data"). Tenant grants Provider a worldwide, royalty-free, sublicensable license to host, copy, process, and display Tenant Data solely to provide the Platform services.

2.3. Feedback: Any feedback, suggestions, or ideas provided by Tenant regarding the Platform become the exclusive property of Provider, and Provider is granted a perpetual, irrevocable, worldwide license to utilize such feedback without compensation.

3. Disclaimers of Warranty

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

4. Limitation of Liability

4.1. Waiver of Consequential Damages: IN NO EVENT WILL PROVIDER BE LIABLE TO TENANT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, LOST REVENUES, LOSS OF DATA, OR BUSINESS INTERRUPTION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE).

4.2. Liability Cap: PROVIDER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY TENANT TO PROVIDER IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT GIVING RISE TO LIABILITY, OR $100.00 USD, WHICHEVER IS LESS.

4.3. Telecommunications, Hardware, and Routing Disclaimer: THE PLATFORM DEPENDS ON THIRD-PARTY CARRIERS, MESSAGING AGGREGATORS, NETWORK PROVIDERS, AND END-USER HARDWARE THAT PROVIDER DOES NOT CONTROL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER SHALL NOT BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS, MISSED OR LATE APPOINTMENTS, OPERATIONAL DISRUPTION, OR OTHER DAMAGES ARISING FROM OR RELATING TO: (a) the delay, failure, filtering, blocking, throttling, or non-delivery of any SMS, MMS, WhatsApp, RCS, push, or email message, including failures caused by carrier or aggregator filtering, spam classification, number or sender registration status, recipient opt-out, or third-party API degradation or outage; (b) failure, disconnection, or malfunction of end-user or Tenant hardware, displays, kiosks, or network equipment (for example, a lobby television or display losing internet connectivity, power, or browser session); or (c) errors in queue ordering, assignment, ETA estimation, or routing resulting from software defects, misconfiguration, integration data, or interruptions in third-party services. Provider's role is limited to making commercially reasonable efforts to transmit instructions to the relevant providers; delivery and downstream performance are not guaranteed.

5. Indemnification

Tenant shall defend, indemnify, and hold harmless Provider and its officers, directors, and employees from any third-party claims, liabilities, damages, and costs (including reasonable attorneys' fees) arising from: (a) Tenant's or its End Users' violation of the AUP; (b) Tenant Data

infringing on third-party IP or privacy rights; or (c) Tenant's failure to obtain necessary consents from End Users, or Tenant's operation of SMS/MMS programs in violation of applicable law, carrier or aggregator policies, toll-free or 10DLC verification requirements, or Section 7 of this Agreement.

6. Governing Law and Jurisdiction

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of Ireland. The courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter, and each party irrevocably submits to the exclusive jurisdiction of the courts of Ireland. Proceedings may be brought in the courts sitting in Dublin, Ireland. Nothing in this Section 6 limits either party's right to seek interim or conservatory relief (including injunctions) from any court of competent jurisdiction.

7. SMS, MMS, and messaging compliance (Tenants)

Where Tenant uses the Platform to send SMS/MMS (including toll-free, 10DLC, or similar programs), Tenant is solely responsible for lawful program design, consent, disclosures, registration, and ongoing compliance. Industry guidance for toll-free verification and related workflows is summarized in resources such as Telnyx's Toll Free Verification Request Guide; Tenant remains responsible for meeting carrier, aggregator, and legal requirements that apply to its traffic.

7.1. Consent and opt-in. Tenant shall obtain express consent before sending marketing or subscription messages (except where a specific channel permits inbound-message consent with disclosures in the first message, as allowed by law and carrier policy). SMS consent must be **separate** from consents for other channels (for example email), with distinct checkboxes or equivalent affirmative actions where required. SMS opt-in checkboxes must not be pre-checked and must be optional. Where both transactional and marketing SMS are used, marketing must have its own compliant consent path when carriers require it.

7.2. Required subscriber disclosures. Before the first applicable message (except as permitted for inbound opt-in programs), Tenant's opt-in experience should present subscribers with disclosures that carriers typically expect, including: the brand name; the use case (transactional, marketing, or mixed, described accurately); that message and data rates may apply; that message frequency may vary; how to get help (for example **HELP**); how to opt out (for example **STOP**); and **working hyperlinks** to Tenant's (or, where appropriate, Provider's) current Terms and Privacy Policy. Disclaimers must be truthful and consistent with any verification or campaign registration Tenant files with carriers.

7.3. Branding and documentation. Opt-in surfaces should be branded with the same business name submitted to carriers. Tenant shall maintain documentation of opt-in (for example URL, screenshot, paper form, verbal script, or inbound number and how subscribers learn it) and

provide it to Provider or carriers upon request. If Tenant is an ISV or reseller, Tenant shall accurately identify the end business when required by carriers so Provider accounts are not blocked for domain mismatch.

7.4. Privacy policy alignment. Tenant's published privacy policy should include carrier-expected statements about mobile information, including that mobile information will not be sold or shared with third parties for promotional or marketing purposes, where applicable. Tenant's customers may review Provider's Privacy Policy for how Provider processes data as a vendor; Tenant is responsible for its own notices to end users.

7.5. Canada and other jurisdictions. Where Canadian toll-free or other programs require **double opt-in** or additional steps, Tenant shall implement them. Tenant shall honor age-gating and category-specific rules (for example alcohol marketing) when applicable.

7.6. Cooperation. Tenant shall cooperate promptly with Provider and carriers on verification, audits, spam or fraud investigations, and remediation of non-compliant traffic. Provider may suspend messaging features or accounts that present compliance risk, subject to any notice requirements in an applicable order form.

8. Controlling Language, AI-Assisted Translation, and Disclaimer of Liability

8.1. Company and language of record. iQueuing is a company established and operating under the laws of Ireland and applicable European Union law for corporate establishment and regulatory identity. The Service is offered to **businesses (B2B SaaS)**. Notwithstanding the foregoing, this Agreement (including all incorporated policies) is drafted and executed in the English language. The English-language version of this Agreement, the Privacy Policy, any Data Processing Agreement, Service Level Agreement, and all related legal notices published by iQueuing (collectively, the “English Legal Documents”) is the sole legally binding language of record.

8.2. Translations are convenience only. Any translation of the English Legal Documents, the product user interface, onboarding materials (including the User Guide and Activation Center), transactional notifications, help text, or marketing copy into a language other than English is provided solely for convenience and accessibility. Translations do not create rights, obligations, warranties, or remedies independent of the English Legal Documents.

8.3. AI and automated translation. Tenant acknowledges that iQueuing may use artificial intelligence systems, large language models, and/or automated machine-translation engines (including third-party subprocessors) to generate, assist, or refresh non-English translations of application copy, documentation, notifications, and legal text displays. Such outputs may contain errors, omissions, ambiguities, or semantic drift relative to the English Legal Documents.

8.4. No reliance; duty to consult English. Tenant and its end users must not rely on any non-English translation for legal, compliance, billing, data-protection, or operational decision-making. In the event of any conflict, ambiguity, inconsistency, or dispute regarding meaning,

the English Legal Documents control and prevail. Where a translation is displayed in-product, iQueuing will make a path available to view the English Legal Documents.

8.5. Disclaimer and release. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IQUEUING AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, LICENSORS, AND SUBPROCESSORS DISCLAIM ALL WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY) REGARDING THE ACCURACY, COMPLETENESS, OR FITNESS OF ANY TRANSLATION, AND SHALL HAVE NO LIABILITY FOR ANY CLAIM, LOSS, COST, OR DAMAGE (INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, OR REGULATORY PENALTIES) ARISING OUT OF OR RELATED TO: (A) TRANSLATION INACCURACIES, OMISSIONS, OR MISINTERPRETATIONS; (B) TENANT'S OR END USERS' RELIANCE ON TRANSLATED CONTENT; OR (C) AI OR AUTOMATED TRANSLATION OUTPUTS. THE LIMITATIONS IN SECTION 4 (LIMITATION OF LIABILITY) APPLY TO THIS SECTION 8 IN ADDITION TO THE FOREGOING.

8.6. Acceptance. By accepting this Agreement (including via checkout, electronic clickwrap, or continued use after notice of updates), Tenant confirms it has had the opportunity to review the English Legal Documents and agrees that English is the controlling language regardless of the UI language selected in the Service.