

Cira Apps Limited

Invoice and Payment Terms

1. **Acceptance of Order.** All orders are expressly conditioned upon Buyer's acceptance of all Cira Apps Limited ("CAL" or "Seller") terms and conditions herein. Performance of all or part of this in invoice constitutes acceptance. These terms supersede any conflicting terms or provisions contained in any purchase order, acknowledgement or other document from Buyer, whether or not signed by Seller. However, the terms of a fully executed Master Service Agreement shall prevail and supersede the inconsistent terms.
2. **Payment by Buyer.** All payments hereunder shall be in US dollars and made by check, electronic transfer or credit card. Buyer agrees to (i) provide accurate, complete, and truthful payment information, such as a credit card number, debit card number, or electronic transfer numbers; (ii) authorize CAL, or CAL's third party payment processor, to debit your bank account/debit card or charge your credit card for the full amount indicated on your sales quotation, purchase order, statement or invoice as applicable; (iii); abide by and follow the dispute resolution provisions set forth herein; (iv) contact CAL and make a good faith effort to resolve any dispute in accordance with the dispute provisions set forth herein before canceling or stopping payment on any previously paid amount or invoice; (v) acknowledge that instructing your bank to reverse a charge without first providing CAL the opportunity to resolve the dispute, damages CAL's financial reputation and shall be considered a material breach of these terms; and (vi) reimburse CAL for any reverse charge, stop payment, or cancellation fees, costs or expenses incurred.
3. **Terms of Payment.**
 - a) If payment is pursuant to an invoice, Net 15 days on all invoices. Payment terms may be extended upon written request via email.
 - b) If a required payment fails, buyer agrees to pay outstanding balances with five business days, including any returned check fee or other fees incurred by CAL arising from the failed payment.
 - c) If remittance is not received within 90 days, CAL reserves the right to suspend your account.
 - d) If the initial order is paid by credit card no fee will apply, however if payment is made by credit card 5 or more days after the invoice date, an additional 3% processing fee will be due and payable.
4. **Remittance Information.** When payment is made by check, you agree to remit to the following address:

Cira Apps Limited
PO Box 736240
Dallas, TX 75373-6240 US

For wire transfer information, please refer to your invoice.
5. **Your Company Is Responsible for Its Own Tax Liabilities.** All fees and other amounts payable by Buyer under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Buyer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Buyer.
6. **Refunds.** The CAL online dashboards do not presently offer refunds. For refund requests, please contact the CAL Customer Success Team. CAL reserves the right to assess refund or credit requests on their merits on an individual basis.
7. **Invoice Disputes.** The Buyer shall notify the Seller in writing of any dispute with any invoice along with substantiating documentation and a reasonably detailed description of the dispute within 60 business days from the date of Buyer's receipt of such invoice. Invoices for which no such timely notification is received shall be deemed accepted by the Buyer as true and correct, and the Buyer shall pay all amounts due under such invoices within the period set forth herein. The parties shall seek to resolve all such disputes expeditiously and in good faith in accordance with the dispute resolution provisions set forth herein Notwithstanding anything to the contrary, each Party shall continue performing its obligations under this Agreement during any such dispute, including, without limitation, payment by the Buyer of all undisputed amounts due and payable.
8. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY AND ITS AFFILIATES FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT FOR INDEMNIFICATION

OBLIGATIONS, BREACHES OF CONFIDENTIALITY OR THE DPA OR LIABILITY RESULTING FROM A PARTY OR ITS AFFILIATES GROSS NEGLIGENCE, WILLFUL MISCONDUCT FRAUD OR VIOLATION OF LAW, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EACH PARTY'S LIABILITY TO THE OTHER PARTY FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF THE GREATER OF TWO TIMES (2X) THE CONTRACT PRICE.

9. **Attorneys' Fees.** In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party against the other party arising out of or related to this Agreement, the prevailing party is entitled to recover its actual attorneys' fees and court costs from the non-prevailing party.

10. **Remedies.** In no event shall Seller be liable for any special consequential, or contingent damages resulting from Seller's Breach of Warranty, delay or performance or any other default hereunder. Buyer further agrees that Seller will not be liable for any lost profits nor or any claim for demand against Buyer by any other party.

11. **How we Resolve Disputes.** The Parties agree to the extent that a dispute arises under this Agreement, the Party raising such dispute shall provide written notice of such dispute to the other Party. Within ten (10) Business Days (or such other period as the Parties may agree upon). Any claim, controversy, or dispute or other matter in question arising out of or related to this Agreement (collectively, "Claim" or "Claims") shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The parties shall share the mediator's fee equally, the parties will first attempt in good faith to resolve any dispute for a period not less than 30 calendar days. If unsuccessful, the parties further will attempt in good faith to settle the dispute by participating in non-binding third-party mediation for a period of not less than one full business day. If mediation between the parties does not result in a mutual satisfying settlement within 30 days after submission to mediation, then each party will have the right to enforce the obligations of this Agreement.

12. **Governing Law.** This Invoice is subject to, and will be governed by, and construed in accordance with the laws of the State of California, without regard to the conflicts of law principles that would require the application of any other law. The parties hereby waive any right to trial by jury in any action or proceeding arising out of or relating to this Invoice.

13. **Jurisdiction and Venue.** Any action or proceeding arising out of or relating to this Agreement may be brought in the Superior Court of California, County of Santa Clara, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of California, San Jose Division, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such action or proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the action or proceeding shall be heard and determined only in any such court and agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court.

14. **Attorneys' Fees.** In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party against the other party arising out of or related to this Agreement, the prevailing party is entitled to recover its actual attorneys' fees and court costs from the non-prevailing party.