

TERMS OF SERVICE – INTERVAL AI Corporation

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LEGAL INFORMATION

If your billing address is located within the United States, these Terms of Service (“Terms”) govern your access to and use of the services offered by Interval AI Corporation (“Interval AI,” “Company,” “we,” “Interval,” Interval AI Corporation,” or “us”). At this time, Interval AI does not offer services outside the United States. Anyone operating outside the U.S. and using the software is directly violating the terms of service outlined below and may be subject to penalties and legal action.

The Site and Services are operated by Interval AI Corporation, a Delaware corporation with a principal place of business located at 735 N 500 E, Provo, UT 84606, United States. You may contact us via email at support@interval-ai.com.

Interval AI provides business-to-business (“B2B”) accounts receivable automation services, including invoice monitoring, customer outreach, customer communication facilitation through proprietary software and AI-powered communication systems. Unless expressly stated otherwise, no part of this website, document, or its content may be copied, reproduced, published, downloaded, or extracted by any means without prior written authorization. Likewise, any altering of this document will adhere to strict legal scrutiny on behalf of your respective party and or company.

For the avoidance of doubt, and in accordance with applicable U.S. law, Interval AI acts solely as an independent software company in the facilitation of accounts receivable management and does not operate as a fiduciary, escrow agent, collections agency, or business partner unless otherwise agreed to in writing between the parties.

ARTICLE 1: OVERVIEW

These Terms of Service (“Terms”) establish the legally binding terms and conditions applicable to any individual or entity (“User” or “you”) accessing the Interval AI website (“Site”) or utilizing the products, platforms, dashboard, and services provided by Interval AI (collectively, the “Services,” or “site,” or “dashboard”).

By accessing or using the Site or Services, you agree to be bound by these Terms without limitation or qualification. If you do not agree to all provisions of these Terms, you must not access or use the

Site or Services. The version of these Terms available on the Site at the time of access shall be deemed the governing version.

Interval AI reserves the right, in its sole discretion and without notice, to restrict, suspend, or terminate your access to the Site or Services if you are found to be in breach of these Terms. You hereby waive any right to claim damages, restitution, or continued access in such circumstances. You also hereby waive the right to sue or hold Interval accountable for any misuse of the services at fault of you or the company representatives who have access to the software platform.

1.1 Definitions

Capitalized terms used herein shall have the meanings set forth below, unless otherwise expressly provided or the context clearly requires a different interpretation:

- **Account:** The secure user environment provided to the User upon registration, granting access to the Services offered through the Interval AI platform.
- **AI Agent:** Any automated software system, voice assistant, or messaging interface used by Interval AI to interact with Debtor Clients or facilitate collection-related workflows on behalf of the User. These agents operate under preconfigured parameters and cannot make collection decisions outside the scope defined by the User. The agents presented by Interval AI serve multiple functions both in and out of the scope for collection efforts. To learn more about each individual agent used by Interval AI, please contact Support@interval-ai.com.
- **Automated Outreach:** The use of AI-powered systems to initiate and carry out communication sequences (phone calls, emails, texts) with Debtor Clients on behalf of the User, in accordance with the Outreach Schedule configured in the Platform.
- **Authorized User:** Any individual who is granted access to the Services by the User and acts on the User's behalf. The User is fully responsible for any actions taken by Authorized Users within the Interval AI platform.
- **Billing Period:** The recurring time interval (e.g., monthly, annually) for which Subscription fees are assessed and charged to the User. The "Billing Period" may also include options for commission payouts, usage fees, and other applicable fees associated with your account on Interval AI.
- **Blacklist:** A defined list of individuals or entities whom Interval AI is prohibited from contacting under any circumstances, as designated by the User. It is the sole responsibility of the User to ensure the Blacklist is complete, accurate, and up to date, both for internal purposes and external federal and state guidelines.
- **Chargeback:** A reversal of a previously settled payment or transaction initiated by a payment processor, card network, or banking institution. Interval AI shall not be held liable for chargebacks or reimbursement disputes between Users and their Clients.

- **Client:** Any individual or legal entity engaged by the User through invoice delivery, payment facilitation, or communication initiated via the Services. This person or entity is a customer of the User, not of Interval AI. All liability will be held as such.
- **Collection:** The first-party, non-adversarial communication process facilitated by Interval AI to assist Users in resolving overdue balances with their Debtor Clients.
- **Collection Fees:** Fees charged by Interval AI for facilitating its accounts receivable outreach and automation services, calculated based on the successful collection or resolution of outstanding debts, where applicable. In some cases, collection fees may be negotiated.
- **Communication Logs:** Records of all outbound and inbound communications initiated or received through the Platform, including voice calls, emails, SMS messages, and other digital interactions. These logs may be stored for compliance, training, and dispute resolution purposes and are governed by Interval AI.
- **Compliance Requirements:** Any federal, state, or local laws, regulations, or industry standards applicable to the User's use of the Services, including but not limited to the Fair Debt Collection Practices Act (FDCPA), Telephone Consumer Protection Act (TCPA), California Consumer Privacy Act (CCPA), and any applicable state-specific debt collection laws. It is the responsibility of the company to adhere to all regulatory statutes and standards and not solely the discretion of Interval AI to comply.
- **Credit Reporting:** The process of submitting information about a Debtor Client's outstanding balance to one or more credit reporting agencies. Interval AI does not report to credit bureaus unless expressly authorized in writing and compliant with applicable law. Interval AI uses outside tools and parties to facilitate this process and will never do so without consent of your company.
- **Dashboard:** The secure, web-based user interface through which Users configure settings, upload data, manage Outreach Schedules, and review analytics.
- **Data:** All information, including personal data, customer contact information, payment history, financial details, communication logs, and other sensitive or confidential content entrusted to Interval AI by the User. "Data" includes, but is not limited to, information about Clients, Debtor Clients, and Users themselves. Interval AI commits to handling all such data in accordance with applicable U.S. laws, best practices under SOC 2 Type II standards, and its internal security policies. Interval AI may also use de-identified or aggregated data for internal model training, benchmarking, and service optimization, among other services.
- **Debt:** Any liquidated, undisputed, and due amount owed to a User by a Debtor, as submitted by the User through the Site for facilitation purposes.
- **Debtor Client or Debtor:** A Client who has been contacted by the User, via the Interval AI platform, for the purpose of resolving a declared outstanding balance.
- **First-Party Collection:** The practice of conducting collection efforts on behalf of the original creditor (the User), rather than acting as a third-party debt collector. Interval AI operates strictly as a software tool to help businesses manage customer communication with their debtors.

- **Free Trial:** A limited period during which access to the Services may be provided without charge, subject to conditions specified by Interval AI. Upon expiration, the User must subscribe to continue use. If you have questions regarding a free trial, please contact support@interval-ai.com.
- **Inactive Account:** An Account that has not had any user activity or data uploads for a continuous period of time. Inactive Accounts may be suspended or terminated at Interval AI's discretion. If you wish to terminate your inactive account, please contact support@interval-ai.com.
- **Mandate:** The limited authorization granted by the User to Interval AI for the purpose of initiating outreach or facilitating resolution with Debtors on behalf of the User. By using the Services, the User affirms and accepts this limited mandate.
- **Outreach Schedule:** The communication cadence and workflow configured by the User within the Interval AI platform. This includes the timing, frequency, and channel selection (e.g., phone, SMS, email) by which Interval AI contacts Debtor Clients on behalf of the User. Interval AI will use internal data from your company and other clients to self-optimize this approach, but the end user has the capacity to edit it to their liking.
- **Parties:** Collectively refers to Interval AI and the User; each may be referred to individually as a "Party."
- **Platform:** The software-as-a-service (SaaS) system made available by Interval AI, accessible via web browser or other approved interfaces, including the dashboard, user tools, automation controls, and all associated system features within the dashboard.
- **Services:** All software features and professional services made available by Interval AI to the User, including but not limited to invoicing support, outbound communication, payment tracking, hosted customer pages, analytics, and debt resolution tools.
- **Site:** The Interval AI website (currently interval-ai.com) and its associated digital components, including but not limited to source code, graphic design, databases, APIs, user interfaces, dashboards, testimonials, and documentation, made accessible via computer, smartphone, or tablet. For best use of the "Site," please use a desktop or laptop.
- **Status:** Any internal classification or state assigned to files or debtor records within the Interval AI platform to aid in visibility, progress tracking, or workflow management by the User.
- **Subscription:** A paid license that grants the User access to the Interval AI platform and its features, billed periodically (monthly or annually), regardless of actual platform usage. Other fees and charges may be applied outside the general subscription scope.
- **Terms of Service or Privacy Policy:** These Terms of Service and any accompanying privacy documentation governing the use of the Site and Services.
- **Third-Party Services:** Any external service, integration, or software application not developed by Interval AI but made accessible through the Platform, including payment processors, CRMs, accounting systems, data storage providers, or communication platforms. Use of Third-Party Services is subject to the respective provider's terms and conditions. If connecting a third-party service to Interval AI, you adhere to all communication and federal guidelines.

- **User:** Any individual or legal entity accessing the Site or utilizing the Services, including both prospective and registered users of Interval AI. This term includes business representatives acting on behalf of a company. Unless otherwise specified herein, terms stated in the singular include the plural and vice versa.
- **User Content:** Any data, information, documents, messages, or materials uploaded, submitted, or transmitted by the User through the Platform. The User retains ownership of such content but grants Interval AI a limited license to process and use it for the performance of the Services.

1.2 Purpose

These Terms of Service are intended to define the terms and conditions for accessing and using the Site and Services provided by Interval AI. They constitute a binding contractual agreement between Interval AI and the User. The User acknowledges that the authoritative version of these Terms is the version currently published and available online on the Site, which they accept without restriction. The User also may request a copy of the terms of service via email.

By accessing the Site and using the Services, the User agrees to comply fully and unconditionally with these Terms. If the User does not accept these Terms, they must refrain from accessing the Site and Services. Interval AI reserves the right to immediately terminate the User's access to the Site and Services upon notice in the event of any breach of these Terms, without liability to the User for any damages or losses arising from such termination. In complete breach of the terms and conditions written herein, the User may face legal action in their respective location.

1.3 Site Availability

Interval AI strives to make the Site available around the clock, except during planned maintenance, unanticipated downtime, or in the event of force majeure. Other down times of the site may include federal or state holidays. Interval AI reserves the right to suspend or restrict access to the Site or Services at any time to perform system maintenance, updates, or other necessary operations.

ARTICLE 2: GENERAL TERMS OF USE

These Terms come into effect upon acceptance by the User and shall remain in effect unless and until amended or replaced by a new version. Interval AI will notify Users of any substantive updates or revisions to these Terms by email or on the dashboard. Continued use of the service indicates a User's willingness and acceptance of the platform and the terms and conditions written herein.

2.1 Scope of the Terms of Use

These Terms govern the use of the Site and Services provided by Interval AI. Interval AI reserves the right to modify these Terms at any time by publishing an updated version on the Site or Dashboard. Users will be notified of material modifications either by email or through an announcement upon their next login to the Site.

In the event that a User refuses to accept the revised Terms, they may terminate their Account. Prior to termination, the User may request retrieval of any Data stored in their Account through Interval AI's available support channels, including chat support or email correspondence with the company.

The Terms applicable to any specific Service are those accepted by the User at the time of request for such Service. These Terms apply to all Users of the Site, regardless of their geographic location. These Terms remain in effect for the duration of the User's use of the Site and Services from the date of acceptance. In the event of a translation of these Terms into another language, the English version shall prevail. At this time, a copy is only available in English.

These Terms shall be governed and construed in accordance with the laws of the State of Utah, without regard to conflict of law principles.

2.2 Acceptance of the Terms of Use

Registration for or use of the Site constitutes the User's full and unconditional acceptance of these Terms, as evidenced by the User's act of affirmatively checking a box, continuing to use the site as the Terms of Use are updated, or taking equivalent action. Such acceptance is deemed to have the same legal effect as a Handwritten Signature or E-Signature. By accepting, the User confirms they have read, understood, and agreed to be bound by the current version of these Terms of Service.

2.3 End of Terms of Use

The User may unsubscribe from the Services at any time. All fees or balances owed to Interval AI prior to termination remain fully due and payable.

Interval AI may discontinue the Site or Services at its discretion by providing notice to Users and by completing any pending transactions or Service-related processes as of the termination date.

Term and Termination with Notice: These Terms of Service take effect upon the User's acceptance and shall continue indefinitely unless terminated as provided herein. Either Party may terminate these Terms at any time by providing at least thirty (30) days' written notice to the other Party.

In the event of a material breach by the User, including but not limited to non-payment or repeated violations of these Terms, Interval AI reserves the right to terminate the User's Account

immediately. Where feasible, written notice and a reasonable opportunity (up to fifteen (15) days) will be provided to cure the breach. Termination shall not affect any rights or obligations that have accrued prior to the effective date of termination. Any unpaid amounts will remain due to Interval AI.

2.4 Legal Capacity

Use of the Site and Services is reserved strictly for business entities and professionals. The User represents and warrants that they have the legal authority to bind the entity on whose behalf they are acting, despite their title or direct role within the company. In the event this representation is incorrect or misleading, Interval AI reserves the right to immediately close the Account without prior notice and cancel all active or pending Services. This includes but is not limited to:

- Termination of all Interval AI Services, including Collection workflows, billing processes, and active outreach schedules.
- Cancellation of any issued payment links.
- Assessment of fixed cancellation fees for any campaign marked as "Status: canceled," unless such fees are already covered under an existing Subscription plan.

ARTICLE 3: CONDITIONS OF USE

Use of the Site and Services is strictly limited to businesses and professional users. If these Terms are accepted on behalf of a company or other legal entity, the individual accepting represents and warrants that they are fully authorized to bind that entity.

If this authorization is found to be invalid, Interval AI may immediately and retroactively terminate the Account without notice. In such cases, Interval AI shall not be held liable for any loss or disruption caused by this termination. Additionally, any previous transactions or Service agreements may be cancelled by Interval AI. Termination under these circumstances may include:

- Cancellation of all Interval AI Services requested, including those related to Collection, billing, accounts receivable, and outreach workflows.
- Cancellation of all issued payment links.
- Cancellation of any ongoing campaigns, which may result in applicable cancellation fees unless covered by an active Subscription plan selected by the User.

ARTICLE 4: ACCESS AND USE OF INTERVAL AI SERVICES

The Site allows the User to access and utilize the full range of Services provided by Interval AI.

4.1 General Information About Interval AI Services

4.1.1 Transfer of Funds

Certain payment-related services are available to the User (sometimes) at an additional charge. Each transfer of funds to the User's designated bank account may be subject to a processing fee depending on the payment processor the company is currently using. Certain payment processors may not be allowed within the Interval AI platform. For questions regarding your payment processor, please contact support@interval-ai.com. Interval AI reserves the right to update or modify this fee structure at its sole discretion and without prior notice to the User.

4.1.2 Account Activity

The basic use of the Interval AI platform is subject to different costs depending on the company and the total amount of outstanding receivables. An account is considered active as long as the User or their respective company has continued the services and have not cancelled the month by month payments to Interval AI Corporation. If the User has questions regarding their billing, please contact support@interval-ai.com.

4.1.3 Settlement of Disputes

Any disputes regarding payments must be handled directly by the Customer with their financial institution. In cases of chargebacks or disputed transactions, Interval AI will automatically reimburse the Customer according to its standard resolution procedures, regardless of the original payment method. A potential chargeback handling fee may be applied to the User's account per disputed transaction.

4.1.4 Validation of a Connected Account

4.1.4.1 Justification for Collection of Supporting Documentation

As part of regulatory compliance and fraud prevention efforts, Interval AI and its payment processor of choice, Stripe, enforce Know Your Customer (KYC) policies. These obligations are mandated by financial regulators and are intended to ensure the legitimacy and security of financial transactions on the platform. To activate or reactivate a connected account, Users must provide documentation to verify:

- The identity of the person creating the account.
- The legal information and registration details of the business entity.
- The identity of all individuals holding a 25% or greater ownership stake in the business.

Interval AI facilitates the secure collection and submission of this information to Stripe for the purpose of account validation.

Supporting documentation is required to:

- Verify identity and prevent fraudulent activities.
- Comply with national and industry-specific financial regulations.
- Maintain a secure platform and uphold trust with financial partners.

In some cases, customers may opt out of using Stripe. In each individual case, it must be approved by Interval AI and applicable laws and regulations are still applicable and is mandated to be known upon request.

4.1.4.2 Consequences of Non-Activation or Suspension

If a connected account is restricted or not fully validated, the following consequences may apply:

- All active outreach schedules will be suspended immediately.
- If account validation is not completed within five (5) days of the initial request, all outreach schedules will be canceled.
- The User will be responsible for any associated mass cancellation fees unless otherwise waived by Interval AI or covered under an existing Subscription plan.

4.1.4.3 Non-Validation or Restriction of a Connected Account

Account validation is required under Stripe's KYC guidelines to maintain platform integrity and comply with anti-fraud protocols. If an account remains unvalidated:

- No outreach schedules may be launched.
- Any active outreach schedules will be automatically suspended.
- If validation is not completed within five (5) days, outreach schedules will be canceled, and mass cancellation fees may be assessed against the User's account.

These requirements apply to all Users leveraging financial tools or payment functionalities through the Interval AI platform. These subjects are set in place by both Interval AI Corporation and Stripe. For questions regarding restrictions, please contact support@interval-ai.com.

4.2 Invoicing Tool

4.2.1 Online Payment Service

The User may access secure online payment functionality through the Interval AI platform, which integrates with Stripe as the payment processor of choice by Interval AI. To use this service, the User must create and connect a Stripe account to their Interval AI account.

To register for payment services, the User must provide accurate, complete, and up-to-date information, including full name, phone number, email address, legal business address, legal residential address (for all company members who own more than 25%) and designated bank

account information. Interval AI reserves the right to approve, deny, suspend, or terminate any account based on incomplete or inaccurate information. If information is deemed false by Interval AI or Stripe, applicable penalties may be applied, including but not limited to denial of services, legal scrutiny, or payment penalties.

Once the Stripe account is created, it can be accessed using credentials through Stripe.com. These login credentials are confidential and must not be shared. In case of loss or theft of credentials, the User must notify Interval AI immediately at support@interval-ai.com. If no response is received within two (2) business days, the User should escalate through the live chat feature within Stripe themselves.

For each invoice issued via the platform, the User may:

- Send the invoice directly to the Customer via the Interval AI dashboard, generating an email or SMS message with a secure online payment link; or
- Attach a payment link to their own PDF invoice, which allows the Customer to pay online through a secure portal. Interval AI holds no responsibility for the misuse of payment options between the User and their client.

Accepted payment methods include major credit cards, Apple Pay, Google Pay, and AMEX. To mitigate risk and enforce fraud prevention, Interval AI may hold the first disbursement from any new account for up to seven (7) days after payment is received. Once payment is confirmed, funds are typically deposited into the User's bank account within five (5) business days. Subsequent disbursements are generally processed within three (3) to five (5) business days. It's up to the User to manage their payouts directly through the Stripe dashboard.

4.2.2 Bank Fees

Use of the Online Payment Service is subject to fees ("Bank Charges"). Interval AI reserves the right to modify Bank Charges. Responsibility for paying Bank Charges will be determined by agreement between the User and the Customer. Charges may be absorbed by the Customer at the User's discretion, or deducted from the User's payout if not otherwise specified to Interval AI or the subsequent dashboard.

4.3 Collection Feature: Debt Collection

4.3.1 General Information

Interval AI offers a first-party debt collection feature (the "Collection Service") that allows businesses to initiate outreach campaigns aimed at recovering overdue balances. These efforts are facilitated through automated outreach tools and, when applicable, in collaboration with licensed third-party legal professionals. Interval AI will never send bad debt to a third party agency unless previously authorized by the User. Third party agency uses are rare and often left to the

discretion of the User - not Interval AI. All actions taken through the Collection Service are in compliance with applicable U.S. laws and regulations.

In order to use this service, the User grants Interval AI a limited mandate to perform first-party collection efforts on their behalf. This mandate commits Interval AI to an obligation of means, not an obligation of result. In no way is Interval AI representing a third party collection agency. By opting in and using the services presented by Interval AI, the user agrees and acknowledges their own commitment to follow all federal and state laws applicable with collections, included but not limited to the FDCPA or other subsequent laws.

The user also adheres and acknowledges Interval AI acts solely on the discretion and limits the User gives the software. Interval AI is not liable for any suits presented against the company when it comes to accounts receivables or collection practices. Interval AI will act solely on the data and information provided by the User. If the User is found uploading fraudulent data or material that is misused in the eyes of the governing law of the federal or state government, applicable actions may and will be taken, including but not limited to legal scrutiny, dismissal of use of the software, or further legal action.

The User adheres that Interval AI is meant to be used as a streamlined communication tool and not solely for the purpose of overdue accounts receivable and collections. The User recognizes that Interval AI is intended to be used between 1 - 180 days overdue on payments. If customers are uploaded past the 180 overdue mark, Interval AI is not liable for any actions taken against the User or their respective company. If any actions, either legal or otherwise stated, are taken against the User or their respective company before the 180 overdue period, Interval AI is not held responsible. Interval AI is a software tool to help automate communication between the User and their customers. It's up to the User to ensure the software is reaching out to parties who have opted into communication preferences and who have reframed from a declaration of bankruptcy or other actions against the law of the United States of America.

Obligation of Means (No Guarantee): Interval AI will use reasonable efforts and its proprietary automation to facilitate the collection of submitted debts. However, Interval AI does not guarantee recovery of any specific amount or recovery within a certain timeframe. The tools and data used by Interval AI will conduct ethical behavior and maintain the highest standards on the open market.

Post-Recovery Responsibility: Once a debt is marked as paid and any applicable fees have been assessed, any subsequent dispute, reimbursement request, or negotiation becomes the sole responsibility of the User. Interval AI will not facilitate refunds or adjustments after a debt has been successfully collected, unless otherwise agreed by the respective parties.

4.3.2 Conditions for Using the Collection Service

The Collection Service is available only when the following conditions are met:

- The User has already attempted at least one form of outreach (such as sending an invoice) without successful recovery.
- The Debt is certain, liquid, and due.
- The Debt is not subject to professional confidentiality or ethical restrictions.
- The Debt must not be older than 180 days old.
- Each individual debt must be greater than five dollars (\$0.01 USD).
- The overdue debtor may not have declared bankruptcy related to the outstanding debt
- The outstanding debtor has not opted out of communication preferences

Once a file is placed into a collection outreach schedule, the User must notify Interval AI if their debtor has paid internally or requested a cease of continued communication. Interval AI will not be held liable for any misuse or unethical or unlawful practices when it comes to the collection of the overdue charge or communication preferences of the outstanding debtor.

4.3.3 Commitments of the Parties

The User agrees to:

- Provide accurate, complete, and timely data for each submitted debt, including but not limited to any accepted quotes, signed orders, or general terms of sale.
- Submit data in the required format, typically via a CSV file or direct integration within a CRM or accounting software, for processing within the Interval AI dashboard.
- Ensure that debts submitted meet the criteria listed in section 4.3.2
- Maintain a valid and reliable payment method on file and update it as necessary.
- Notify Interval AI within forty-eight (48) hours of any change in the debt's status or amount. Manual changes to the debtors amount may be changed inside the Dashboard.

Failure to comply with any of the above may result in the cancellation of the debt recovery effort, with any applicable service or file fees still owed.

The User further agrees to:

- Inform all internal teams and personnel that a debt has been placed with Interval AI to avoid miscommunication or disruption.
- Use any provided email templates or guidance from Interval AI to coordinate internal awareness of the Collection process - especially within the company itself.
- Refrain from interfering with the outstanding debt internally.
- Forward all relevant communications or requests from the Debtor to Interval AI within one (1) business day.

Interval AI *does not* independently verify the legitimacy of debts submitted and relies on the User's representations. Should documentation be requested, the User agrees to promptly provide all supporting materials required to validate the overdue charge. Failure to do so may result in outreach schedule cancellation and incurred fees becoming immediately due. The User and their

respective company are in charge of maintaining all compliant documentation within the outstanding debts and charges of the debtor and will notify Interval AI of any changes within one (1) business day. The User acknowledges Interval AI is a software tool at its core that will help facilitate communication and collections from overdue customers but is never acting as a third party agency or the owner of the outstanding debt.

4.3.4 Procedure

Interval AI conducts first-party, out-of-court debt collection using its automated communication tools. As part of this service, automated notifications—via SMS, voicecalls, voicemails, and email—are sent to Debtor Clients with secure payment links that enable them to resolve outstanding balances.

By using the Service, the User authorizes Interval AI to initiate contact with Debtor Clients using the contact information provided by the User. These outreach methods include automated emails and SMS messages containing payment links. Interval AI also reserves the right to transfer debtor clients to the User and the respective company at certain times depending on circumstances like but not limited to - the threat of cancellation, the request of more information including bills, invoices, or other questions, or other communication the customer wishes to have with the User and their Company they represent. The User also authorizes Interval AI to communicate the total balance due, including applicable late fees, penalties, potential payment plans and any contractual or statutory interest owed, on the User's behalf. Interval AI does not assume the debt, but may present these values as provided by the User. Payment plans are subject to change and are not guaranteed between Interval AI and the User for the case of their delinquent clients. For specific questions regarding payment plans, contact Support@interval-ai.com.

All automated outreach conducted through Interval AI may be requested by the User. Users are expected to monitor their dashboard for ongoing activity and proactively contact Interval AI support with any questions or concerns regarding communication between the debtor and their respective company.

Debtors may satisfy payment either:

- Through the secure payment link sent by Interval AI, or
- By paying the User directly via other means (e.g., direct bank transfer, check, cash, direct pay by phone).
- At this time, Interval AI will not take payments through the software over the phone to adhere to federal regulations and PCI compliance standards.

In the event that the Debtor pays the User directly, the User is obligated to notify Interval AI within forty-eight (48) hours of receiving payment. If a Debtor disputes the charge or claims to have already paid, they may submit an email to support@interval-ai.com.

Interval AI will transfer any payments collected through its platform, less any applicable fees, to the User. If the User has opted into Stripe, Interval AI relieves the payment dispersal power to the User as negotiated between the User and Stripe. Interval AI is not responsible for validating external payments (e.g., checks, ACH, Zelle) and requires the User to handle these transactions directly through their respective banking partner.

Should the outreach schedule fail to result in payment, Interval AI may offer the User the options including but not limited to further outreach, legal aid, or other cases depending on the severity of the outstanding balance owed by the debtor. If the User expresses interest, Interval AI may refer the User to a licensed law firm or collection agency to handle the matter. The User is solely responsible for legal fees, other associated fees, coordination, and compliance associated with this process. Interval AI is not responsible nor obligated to work with the User to escalate the situation further and in some cases may even advise against it. For direct escalation questions, please contact support@interval-ai.com.

If a settlement or resolution is reached between the User and the Debtor outside of Interval AI's software, the User must notify Interval AI within forty-eight (48) hours so that outreach can be suspended and fees appropriately calculated. It is understood by the User that although Interval AI is an intelligent software platform, it is subject to the knowledge and data provided by the User and their respective company. It is expected that the User remains faithful in their communication with Interval AI to stay on top of customer outreach and communications.

If a Debtor disputes the charge or requests documentation, Interval AI will notify the User via the Interval AI dashboard. In response, the User may choose to:

1. Continue the outreach,
2. Reassess or adjust the outstanding amount, or
3. Cancel the outreach schedule entirely.

If the User fails to respond within one (1) business days, Interval AI will not be held liable for any further actions taken by the debtor. At its core, Interval AI is an intelligent software platform built to help manage customer communications. In no way is Interval AI a third party collection service, attorney, or acting as either.

To facilitate accurate and transparent billing, Interval AI will issue invoices to the assigned User of the Company. Invoices vary depending on the Company, their total receivables, and other rates negotiated upon signing up for the Platform. Invoices go out on a regularly scheduled cadence.

4.3.4.1 Case Cancellation After Referral to External Counsel & Approval of Payment Plan

In rare cases where Interval AI refers a debt collection case to external counsel (a licensed attorney or collection partner), and a Payment Plan is approved by the Debtor Client, that case becomes subject to new handling rules. Once the debtor agrees to the Payment Plan and the case has been transferred to the external counsel, the User (you or your company) may not cancel or withdraw the case without prior written approval from Interval AI. Interval AI does not hold the debt nor any

claims to the debtor and is not responsible nor liable for actions taken by the attorney or respective third party agency.

In the event the external attorney is disbarred, suspended, or otherwise restricted from acting, the attorney must cease all direct communication with the Debtor Client. Interval AI reserves the right to assign a new authorized legal representative to continue collection efforts under the originally approved Payment Plan. These cases, although extremely rare, are within the right of Interval AI. In most cases, Interval AI will notify the User and their respective company of any issues and come up with a plan to solve them proactively together.

The User remains responsible for compliance with legal and procedural boundaries in these matters and agrees to coordinate with Interval AI for any material updates, disputes, or modifications related to the transferred case. Interval AI never holds liability nor ownership of any outstanding balances or debts between the Company or the Debtors.

4.3.5 Management of Customers Who Have Already Paid

Occasionally, a Debtor Client may indicate that payment has already been made, but the User's dashboard has not yet reflected it. In such cases, Interval AI may contact the User for more information regarding the situation or transfer the Debtor to a live representative of the Company.

4.3.5.1 Definition of Received Payments

A Received Payment refers to any instance where payment information has surfaced—either through outreach efforts or direct contact with the Debtor—but that information needs clarification or validation from the User.

Interval AI will pause further outreach related to the disputed or confirmed payment until the User provides verification or clarification. If the User does not respond within two (2) business days, Interval AI will mark the account as requiring manual review and may suspend the outreach schedule for that file until resolved.

4.3.5.2 Received Payment Management Process

Initial Notification:

When a potential Received Payment is identified, Interval AI will notify the User via the Interval AI dashboard. The User will have five (5) business days from notification to respond with confirmation, clarification, or correction. Depending on the response time of the User, Interval AI may escalate the situation.

4.3.5.3 Purpose of Received Payment Review

This procedure ensures:

- Proactive and timely validation or correction of payment status;
 - Recognition of recovery efforts resulting from Interval AI's outreach tools;
 - Prevention of unnecessary delays or errors caused by missing or outdated information.
-

4.3.5.4 Transparency Requirement

The Received Payment process depends on timely collaboration. If the User fails to respond within the specified timeframe, Interval AI will treat this as implicit acceptance of the payment information provided and proceed accordingly.

4.3.6 Payment Methods for Debtors

Debtor Clients have multiple options for satisfying their outstanding balances.

4.3.6.1 Payment via Secure Link

Interval AI issues a personalized payment link to each Debtor Client. Through this link, the Debtor may:

- **Pay in Full:** Satisfy the entire outstanding amount in one transaction;
- **Pay in Installments:** Complete the payment in several scheduled installments or otherwise known as a payment plan. Payment plans are prepared on a case by case basis with the User and Interval AI and are not the standard unless otherwise agreed upon in writing.
- **Defer Payment:** Postpone payment for an agreed-upon period, if eligible. Communication between Interval AI and the debtor will be approved in these cases by the User via the Interval AI dashboard.

In all cases, the system will update the payment status automatically, and the Debtor will receive confirmation by email, an online link, the CRM of choice of the User, or SMS.

4.3.6.2 Direct Payment to the User

Debtors may also pay the User directly via bank transfer, credit card, check, or an external payment platform. If this occurs, the User must manually update the payment status in the Interval AI dashboard within forty-eight (48) hours to avoid duplicate or continued outreach. The User recognizes that continued outreach will occur unless Interval AI is notified of any situations.

4.3.6.3 Payment to Third-Party Law Firm

Debtors are advised **not** to submit payment to any attorney, law firm, or external partner associated with Interval AI unless explicitly instructed. These third parties will not process payments or issue remittance confirmations. Interval AI will not be responsible for funds sent through this method.

4.4 Subscription Terms and Plans

4.4.1 Access and Payment

A paid subscription grants the User access to the Interval AI platform and its features. This subscription is separate from actual usage and does not include collections or outreach services unless explicitly stated in the plan. All subscriptions must be paid in advance for the upcoming billing period. Failure to pay will result in platform access restrictions.

Interval AI offers various subscription tiers outlined within a custom agreement (verbal between the Sales Representative and User). These plans are assigned on a per-company basis and are non-transferable. Pricing may vary on any given month depending on the total amount collected, usage used by the User and their respective company, and other factors.

4.4.2 Default on Payment and Mass Cancellation

If payment for a subscription is not received within one (1) business day of the due date, all ongoing collection activity may be paused, and associated payment links will be deactivated. New outreach schedules cannot be launched until payment is received and processed within Interval AI and their trusted bank.

4.4.3 Changing Subscription Terms

Monthly Subscriptions with Auto-Renewal:

Monthly plans are subject to rate changes with thirty (30) days' notice. If the User does not agree to new rates, they may cancel prior to the renewal date without penalty. Continued use of the service after the effective date of new pricing will be considered acceptance of the updated terms.

4.4.4 Termination of Subscription

4.4.4.1 General Terms

The User may cancel their subscription at any time. Upon cancellation, access to the platform continues through the end of the current billing period. Subscriptions auto-renew unless cancellation is submitted to support@interval-ai.com at least three (3) business days before the renewal date, which is different for all Users depending on when they originally signed up.

Termination does not release the User from financial obligations for activities conducted prior to cancellation. All fees incurred during the subscription remain due in full.

4.4.4.2 Effect of Termination on Collection Fees

If a debtor pays after a campaign has ended or the subscription is canceled, but the payment is clearly connected to prior outreach efforts by Interval AI, applicable commission or collection fees still apply. Interval AI will still send any owed payments to the User who has cancelled the subscription.

This applies for any payment made within twelve (12) months of Interval AI's last outreach activity to the debtor. The User is required to report any such payments to Interval AI and fulfill all fee obligations. After twelve months, these post-cancellation fees are no longer applicable unless otherwise stated in a separate agreement.

4.4.4.3 Late Payment Penalties

Late subscription payments may incur interest and are subject to applicable taxes.

4.4.4.4 Effects of Termination on Ongoing Services

Terminating a subscription impacts future platform access but does not affect active outreach schedules. Specifically:

- **New Outreach Schedules Paused:** No new outreach will be launched.
- **Ongoing Outreach Schedules Continue:** Current Schedules will continue for up to fifty (50) business days.
- **Active Payment Method Required:** The User must ensure an active payment method remains on file to allow processing of future fees.
- **Post-Termination Fees:** If recoveries continue post-subscription, associated success fees still apply.
- **Compliance Contacts:** Legal representatives may contact debtors after termination solely for record-keeping and regulatory updates. These contacts do not constitute continued

collection efforts.

4.4.5 Use of Client Logos

By using the platform, the User grants Interval AI the right to use their company logo for promotional or case study purposes. Logos will only be for various marketing purposes unless the User explicitly requests removal in a written email to support@interval-ai.com.

4.4.6 Collection Fees and Costs

Use of Interval AI's Collection Service is subject to fees. These fees may include (but are not limited to) success-based collection fees, monthly SaaS fees, usage fees, and potential processing or transmission fees if external partners (such as law firms or third party agencies) are involved. The User agrees to these terms upon launching a campaign through the platform.

If a payment is received—whether in full or partially—Interval AI will charge the corresponding success-based fee based on the amount recovered depending on the account type that was sold to the Customer from the Sales Representative of Interval AI. These fees may apply regardless of whether the payment was collected directly by Interval AI or received by the User through other channels.

Payment Collection and Fee Withdrawal:

- If the payment is made through the secure Interval AI payment link, fees are automatically deducted before the remainder is transferred to the User.
- If the User receives the payment directly, the corresponding fees will be invoiced and must be paid within the specified due date.

Interval AI reserves the right to collect fees directly through Stripe Connected Accounts or any linked bank account the User provides. Launching an outreach schedule grants Interval AI this debit authorization. If no payment method is provided or a withdrawal fails, the User remains liable for outstanding amounts, which may be collected from future debtor payments before funds are transferred. Fees are subject to change based on usage rates, collection statues, and other opportunities. For questions regarding your fees, please contact support@interval-ai.com.

Late Payments:

All collection fees are due in cash unless otherwise negotiated. If the User fails to pay an invoice by the due date, a late payment penalty of up to 15% of the unpaid amount may be applied. If the User has outstanding balances owed to Interval AI, the company reserves the right to deduct those amounts from any incoming payments from Debtor Clients before remitting funds to the User.

Interval AI reserves the right to use their own Software against the end User if payment is failed to be made.

In the event of default, Interval AI absorbs the legal partner's fees and is not responsible for further collection actions unless reauthorized.

4.4.6.1 Finality of Collection Fees

All collection fees charged by Interval AI are final and non-refundable, unless otherwise addressed with the Customer Support team of Interval AI. Once a payment is received—either through the platform or by the User directly—any disputes or refund decisions between the User and their Debtor Client are solely the responsibility of the User.

Interval AI does not mediate post-collection conflicts, issue reimbursements, or intervene in reimbursement requests. Because Interval AI does not hold or manage the collected funds directly (except in the case of Stripe disbursements), all financial resolution post-payment lies between the User and their customer.

Fees collected by Interval AI and its partners for services rendered are considered final and due upon recovery, and Interval AI assumes no further responsibility for the funds once disbursed or invoiced. Interval AI does not own the outstanding debts or fees a customer or debtor owes the User or their respective company.

4.4.6.2 Collection Status and Billing

Collection fees are calculated and charged based on the signed agreement between the User and Interval AI and the age of the debt at the time of campaign initiation.

- In the event of a successful collection, fees may be charged as a percentage of the recovered amount plus any flat fees associated with file handling.
- If a campaign is canceled or terminated without recovery, only flat processing fees may apply, as outlined in the User's agreement or terms set while negotiating the use of Interval AI within the Users respective company.

If a User ends a collection campaign or terminates the subscription agreement, Interval AI will still charge fees for any recovery actions taken prior to cancellation. This includes payments received after cancellation, as long as those payments are clearly tied to outreach initiated through the Interval AI platform or its partners.

4.4.6.3 Destination of Funds

Interval AI acts as a billing facilitator between Users and their Debtor Clients for pre-legal, out-of-court collections and customer outreach cadences. All payments are accompanied by proof of transfer and automatically attributed within the system for reconciliation and record-keeping, both from Interval AI as well as the payment processor of choice, Stripe.

The potential recipients of collected funds are:

- **Interval AI (via secure link):** When the Debtor Client pays through Interval AI's secure payment link, the funds are processed through Stripe or other merchant services and deposited directly into the User's linked bank account. Interval AI does not retain these funds. The funds are sent directly to the business with a zero day hold period by Interval AI. It is the duty of the User to facilitate their wire transfer from Stripe or their connected payment processor.
- **The User (direct payment):** When the Debtor Client pays the User directly (e.g., by bank transfer, check, credit card, or third-party platform), the User is responsible for uploading the appropriate payment proof into the Interval AI dashboard. This ensures proper closure of the outreach schedules and halts further outreach - unless the client continues to have outstanding debts.

4.4.6.4 Cadence Status

Each Collection attempt made by Interval AI Software will be tracked through the outreach schedule cadences defined by the User directly on the Interval AI Dashboard.

4.4.6.5 Function of Cadence Status

- The function of the Cadence Status is to allow the User to facilitate the kind of tonality and context Interval AI runs on behalf of the User and their respective company. Interval AI offers intuitive software and data to help businesses manage their customer communication and internal collection efforts on accounts receivable and overdue payments. All functions within the outreach cadences are owned and defined by the User.

4.4.6.6 Main Statuses

Scheduled

- The Outreach Schedule is scheduled but has not yet launched. No outreach has been initiated.

Default

The default Outreach Schedule is the default setting and schedule all delinquent customers will be pulled into unless otherwise overruled by the User.

In Progress

- Outreach has begun and collections are underway. Most Outreach Schedules are left in a state of "In Progress" as customers come and go depending on overdue balances placed.

Off

- All automated messages in the Outreach Schedule are currently turned off.

Implications:

- Interval AI may continue outreach efforts if manually approved.
- The User may manually close, escalate, or provide additional data.
- The dashboard remains accessible for tracking, uploading payment confirmations, and closing files as well as all other Dashboard functions.

Metrics

- The Metrics tab on the Dashboard will show up to date and live data regarding outreach cadences, Outreach Schedule success, and overall metrics.

4.4.6.7 Insurance

The User agrees to hold accurate and up-to-date insurance for all financial related material. The User recognizes any lawsuits or disputes between the Debtor and the User must be handled by the User and their respective companies insurance and not the insurance of Interval AI.

4.4.6.8 Mandate Agreement

Before launching any amicable outreach or collections outreach schedules through Interval AI, the User must agree to the terms outlined in the **Mandate Agreement**. This Mandate governs the relationship between Interval AI and the User, defining roles, responsibilities, and limitations of liability.

All clauses in the Mandate are interdependent. If any individual clause is found invalid or unenforceable, the remaining clauses will still apply in full. The Mandate supersedes all prior agreements, conversations, calls, or proposals, and may only be modified through a formally executed written amendment signed by both Parties and an authorized signature from both Parties.

By accepting this Mandate, the User agrees:

- All collection fees charged by Interval AI upon successful recovery are **final and non-refundable**;
- Interval AI acts solely as a facilitator of outreach and recovery efforts;
- The User recognizes Interval AI as a software company and not an any form a third party collector or legal counsel;
- Interval AI has no obligation to participate in post-payment disputes between the User and their Debtor Client;
- Any misuse of the software may result in the User and their respective company a banishment from the Dashboard and other products within Interval AI;
- The User and their respective company will not hold Interval AI liable for any legal disputes between their respective company and the Debtor;
- If payment terms or questions arise, the User will contact Support@interval-ai.com;
- The User recognizes Interval AI acts in the capacity to try and remain compliant with all federal and state laws, including but not limited to TCCPA, CCPA, FDCPA, PCI, and other compliance standards, but the end compliance regulations must be met by the User. All functions of ensuring compliance are dealt between the User and their Debtor;
- Any post-recovery decisions, such as refunds or continued legal actions, fall entirely under the User's discretion and responsibility.

The Mandate governs all other verbal or written agreements unless signed by an authority of the User's respective company and a higher representative authority of Interval AI.

4.4.6.9 Non-Waiver Clause

Once a collection or outreach schedule has begun, Interval AI may enact a Non-Waiver Clause to guarantee payment for work performed regardless of end result.

4.4.6.10 Advanced Integration's

Interval AI provides a robust toolset of integrations between major carrier platforms, such as CRM's, Accounting Software, Payment Processors, and more. If you want to learn more about Interval AI's integrations, please contact Support@interval-ai.com.

Setup and Support: Users can configure their integrations within their Interval AI dashboard. Technical support is available for troubleshooting and integration support if needed. Please remember that integrating your existing systems opts you into compliance with all federal and

state guidelines. It's the duty of the User and their respective company to adhere to all federal and state compliance requirements and to notify a representative of Interval AI Corporation if anything needs to be addressed.

4.4.6.11 Financial Terms

4.4.6.12 Pricing and Fees

All Interval AI pricing is listed in U.S. Dollars and exclusive of applicable taxes. Fees may include but are not limited to:

- Flat-rate SaaS subscription charges,
- Success-based collection fees,
- Usage-based charges (such as AI Contact Discovery or file transmission fees).

The specific pricing applicable to each User will reflect the terms agreed upon at sign-up or during a formal agreement with an Interval AI representative.

4.4.6.13 Payment Methods

All payments must be completed via automated billing (Autopay). Users are required to maintain a valid and up-to-date payment method linked to their account at all times. In most cases, payment methods are connected through Stripe and run on the subscription renewal date on a weekly or monthly basis.

4.4.6.14 Late or Failed Payments

In the event of a delayed or failed payment:

- Interval AI will issue a payment reminder via email.
- If unresolved after three (3) calendar days, access to the Interval AI platform may be suspended until payment is received.
- A late penalty may apply.
- Continued non-payment may result in collections actions or deductions from future collected amounts owed to the User.

ARTICLE 5: LEGAL COMPLIANCE

All Users of Interval AI agree to comply with applicable federal, state, and local laws when using the Interval AI platform. This includes—but is not limited to—compliance with the California Consumer Privacy Act (CCPA), the Fair Debt Collection Practices Act (FDCPA), and all relevant privacy, data protection, and communication laws.

Users must not tamper with or test the security or stability of the platform, nor use any tools or technologies to disrupt or interfere with normal operations, data flow, or recovery workflows. By using the platform, Users agree final compliance checks remain on their respective company and not Interval AI. Any intentional misuse of the Platform will result in punishment both by Interval AI Corporation as well as the state and federal laws that apply.

5.1 Interval AI's Commitments and Legal Position

Interval AI commits to delivering Services in a lawful, secure, and professional manner, including the following guarantees:

- **Platform Accessibility:** Users will have access to the platform except during required system updates or maintenance.
- **Data Protection:** Interval AI implements technical and procedural safeguards to protect User data against unauthorized access or disclosure.
- **Billing Security:** AutoPay is used exclusively to debit fees tied to authorized usage fees and subscriptions.
- **No Legal Advice Disclaimer:** Interval AI is not a law firm and does not offer legal counsel. Any informational content provided is for reference only and should not be relied on as legal advice.
- **No Collection Agency :** Interval AI is not a collection agency and should not be treated as such.
- **U.S. Legal Compliance:** Interval AI operates in full accordance with U.S. federal and state regulations surrounding debt collection, communication, and privacy laws. The end compliance and safety checks are left to the discretion and intentional use of the User and their respective company and team.

5.2 User Responsibilities and Compliance Requirements

The User agrees to the following obligations:

- **Provide Accurate Information:** Submit valid, up-to-date debtor and account data to ensure compliance and campaign success.
- **Follow All Applicable Laws:** Operate all outreach schedules / cadences and payment activities in accordance with relevant U.S. laws, especially surrounding debt collection and consumer protections.
- **Respect System Integrity:** Avoid misuse, data manipulation, or unauthorized modifications to the platform.
- **Respect Intellectual Property:** Do not replicate, alter, or reverse engineer any Interval AI technology or processes.
- **Honor All Platform Terms:** Abide by Interval AI's Terms of Use, ethical outreach guidelines, and internal campaign management standards.
- **Maintain Active Payment Credentials:** Keep AutoPay-linked payment credentials current at all times, even after termination, to ensure final balances and ongoing recovery campaign fees are covered.
- **Avoid Fee Circumvention:** Users must not bypass Interval AI's system to avoid paying collection fees. Fees apply to all collections influenced by Interval AI, whether paid through the platform or directly to the User.
- **Report All Payments Promptly:** Notify Interval AI of any payments received directly from the debtor that were influenced by a campaign, even after campaign closure or mandate termination.
- **Transmit Proper Data Format:** Follow all data upload protocols to prevent errors. Spreadsheets sent in an incorrect format may cause data loss, miscommunication, or full campaign cancellation.
- **Notify of Abuse:** Immediately notify Support@interval-ai.com of any abuse seen on the Platform by the Software or a member of the User's team.
- **Legal Disputes:** All legal disputes brought between the Debtor and the User or the User towards Interval AI will be at the cost of the User and their respective company and not the fault or pay of Interval AI. Any legal matters taken against Interval AI will be sought after and investigated promptly. False allocations and claims will not be held within Interval AI nor

against it.

5.2.1 User Authorization and Account Liability

- **Authorized Subscriptions:** All service usage and collections initiated through the platform are considered authorized by the User or the User's respective company.
 - **Organizational Responsibility:** The company (Entity) is responsible for all fees incurred, regardless of internal staff transitions or changes in access. The Entity is also in charge of administering access to the Interval AI dashboard.
 - **No Refunds for Role Changes:** Fees will not be refunded based on personnel departures or internal disputes between team members.
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5.3 Reasons for Suspension or Banning

Interval AI reserves the right to suspend or permanently ban any User for the following behaviors:

- Submission of false, fraudulent, or misleading information.
- Repeated violations of the Terms of Use or Mandate Agreement.
- Noncompliance with communication protocols required for proper collections.
- Failure to meet payment obligations or refusal to pay collection fees post-recovery.
- Unauthorized platform use or interference with active outreach cadences.
- Attempting to nullify active debts through unethical communication with the debtor.
- Disregarding the ethical recovery standards outlined by Interval AI and U.S. law.
- Marking recovered debts as "canceled" or misrepresenting payment status.
- Transmitting incomplete, outdated, or corrupted data files.

- Ignoring the Mandate Agreement or manipulating outreach schedules post-launch.
-

5.3.1 Warning and Banning Protocol

Step 1 – Formal Warning

A written warning will be sent to the User’s registered email, outlining the violation and corrective actions required.

Step 2 – Escalation

If two warnings are issued and the User fails to remedy the behavior, Interval AI may proceed to restrict or suspend access.

Step 3 – Final Ban

If noncompliance persists, a final ban will be issued. A formal notification will include the reason for the ban and the effective date.

Step 4 – Account Termination

All active outreach schedules will be closed, billing for any final fees will occur, and any remaining funds (after fee deductions) will be refunded to the User. Reentry into the platform is prohibited without express written approval from Interval AI leadership.

5.4 User Actions on the Interval AI Dashboard

5.4.1 Finality of Dashboard Actions

Any action taken by the User within the Interval AI Dashboard is considered **final, binding, and enforceable**. Once submitted, actions reflect the full intent and authorization of the User or their company and will be acted upon immediately by Interval AI. No delays, reversals, or holds will be initiated unless explicitly stated in this Agreement.

5.4.2 User Responsibility for Inputs and Actions

The User accepts full responsibility for the accuracy of the data entered and the validity of all actions executed through the Dashboard. Interval AI will not be held responsible for any misrepresentation, typo, or misclassification made by the User.

Any dispute related to Dashboard actions must be reported to Support@interval-ai.com within five (5) business days of the action. After this window, the action is deemed confirmed and non-contestable.

5.4.3 Status Update Handling

When the User updates a debtor status—such as marking an account as **"Paid Directly to Business"** or **"Recovered"**—Interval AI will process that update as a completed collection. The platform will then automatically:

- Close the file in the system,
- Initiate billing of applicable fees, and
- End all future outreach associated with the file.

These updates are permanent and trigger billing obligations based on recovery attribution.

5.4.4 Account Security and Authentication

All User accounts require verified login credentials for Dashboard access. It is the sole responsibility of the User to:

- Safeguard their username, password, and authentication methods;
- Revoke access from any former employee or unauthorized party;
- Immediately report unauthorized access to Support@interval-ai.com.

Interval AI will not be held liable for actions taken by third parties who access the Dashboard using active User credentials. Interval AI will also not be held liable for offering Dashboard access to employees of the User who shouldn't have access. All employee management of the Interval AI Dashboard is determined and set by the User.

5.4.5 No Right to Revoke Dashboard Actions

Given the real-time nature of collections and communications, the User acknowledges that **no right of withdrawal exists** once an action is submitted on the Dashboard, unless expressly outlined in this Agreement.

Confirmed actions, including file status updates, campaign launches, or manual overrides, are irreversible and billable if applicable.

ARTICLE 6: INTELLECTUAL PROPERTY

6.1 Ownership and Rights

All content, tools, software, IT, images, names, branding, data, and technology within the Interval AI platform—including but not limited to the website, software, branding, domain names, logos, documentation, processes, designs, illustrations, and data models—are the exclusive property of **Interval AI, Inc.**

These elements are protected under **U.S. and international intellectual property laws**, and no ownership or license is transferred to the User by using the Services. Interval AI will never sell your data to any third party and will only retain the data for the appropriate time required under U.S. law or as the Users respective company remains an active Client of Interval AI Corporation. All Data pulled for the purposes of communicating and collecting, including but not limited to financial records, phone records, and other necessary information will be stored and protected and only used to ensure the software is working as well as it can for the User and their respective company.

6.2 Restrictions on Use

The User agrees not to, directly or indirectly:

- Copy, reproduce, or mirror any part of the Site or Services;
- Modify, adapt, translate, or reverse engineer any component of the software;
- Use any Interval AI content to create a competing product;
- Distribute or make publicly available any proprietary material without prior written consent from an authorized Interval AI representative;
- Incorporate any portion of Interval AI's platform or brand into any third-party system, dashboard, white-labeled product, or interface without express written approval.

Any violation of these provisions will result in **immediate account suspension** and may lead to legal action.

6.3 Enforcement and Liability

Interval AI reserves the right to **pursue damages and legal remedies** against any individual or entity that infringes upon its intellectual property.

The User acknowledges that unauthorized use, duplication, or distribution of any proprietary element of the Site or Services may cause **irreparable harm** and agrees to be held liable for such violations, including responsibility for any third-party actions taken through their account.

ARTICLE 7: DATA

7.1 Collection of Personal Data

Interval AI may collect personal data from the User when they access our Services, interact with our website, or engage with our team. Interval AI will also collect data from the Users debtors and other customers within their file uploads, accounting software, CRM, and more. This data may include, but is not limited to:

- Full name
- Email address
- Phone number
- Business address
- Physical address
- Payment details
- Account preferences
- Past Due Days
- Banking History
- Financial History
- Communication Preferences
- Link Tracking

- Bankruptcy History
- Legal Filings
- Any other information voluntarily submitted through forms, onboarding documents, or support communications

All data is collected for the purpose of delivering, maintaining, and improving the Services provided by Interval AI.

7.2 Use of Personal Data

The personal and financial data collected is used to:

- Provide and optimize the Services and user experience
- Process billing and transactional activities
- Respond to support inquiries and communicate account updates
- Personalize platform functionality based on usage and behavior
- Comply with applicable legal and regulatory obligations

Interval AI **does not use personal data for advertising or resale purposes to other agencies or third parties.**

7.3 Sharing of Personal Data

Interval AI **does not sell or rent User data** to third parties.

Data may be shared with third-party service providers who assist with platform operations (such as hosting, billing, analytics, storage, or technical support), **provided those parties agree to strict confidentiality and data protection terms.** It is the responsibility of Interval AI to ensure all third parties are secure and compliant with all data for the User and their debtors and other customers, but all legal liability and insurance is claimed under the third parties themselves.

Data may also be disclosed:

- To comply with applicable laws or legal processes
 - To protect Interval AI's legal rights, users, systems, or Services
 - In connection with a business transaction such as a merger or acquisition (with prior notice to affected Users)
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7.4 Protection of Personal Data

Interval AI follows industry best practices to protect personal data, including:

- End-to-end encryption
- Secure socket layer (SSL) technologies
- SOC 2-compliant infrastructure
- Ongoing system monitoring for breaches or threats
- HIPPA
- PIC Through Stripe and other financial services
- Account log in access controls
- FDCPA

Interval AI maintains a commitment to protecting data integrity, availability, confidentiality, and privacy.

7.5 Retention of Personal Data

User data is retained only for as long as necessary to:

- Deliver and support the Services
- Comply with financial and legal record-keeping standards
- Resolve disputes or enforce agreements

- Train the ongoing models to personalize outreach to the Users debtors and other customers

Once data is no longer needed, it is securely deleted or anonymized in accordance with best practices. There is no specific or set time frame in which data is being deleted within Interval AI. To learn more about your data rights and to ensure your data is deleted upon request, please contact Support@interval-ai.com.

7.6 User Rights

Users maintain control over their personal data and have the right to:

- Access the personal data held by Interval AI upon request
- Request corrections or updates
- Request deletion, subject to legal and contractual limitations
- Withdraw consent for processing where applicable

To exercise any of these rights, Users may contact Support@interval-ai.com.

ARTICLE 8: LIMITATION OF LIABILITY

The User acknowledges that the Site and Services are provided **“as is”** and may be subject to delays, interruptions, or changes at any time. Interval AI commits, on a **best-efforts basis**, to maintain platform availability, accuracy, and responsiveness, but makes **no guarantees of continuous uptime or uninterrupted service, especially for national outages of major software carriers and instances out of Interval AI Corporations reach.**

Interval AI regularly monitors system performance and will conduct maintenance as needed. During such periods, temporary interruptions may occur. These interruptions, including those caused by third-party providers, the Internet, or other force majeure events, shall not be grounds for liability. Interval AI will update users of outages as quickly as possible.

8.1 General Limitation of Liability

To the fullest extent allowed by law, **Interval AI shall not be held liable for any indirect, consequential, or incidental damages**, including but not limited to:

- Loss of revenue or profits
- Business interruption or missed opportunities
- Loss or corruption of data
- Damage to systems caused by third-party threats or malware
- Any delays or failures outside Interval AI's control

In all cases, **Interval AI's total liability for any direct damages is limited to the total amount of fees actually paid by the User to Interval AI over the twelve (12) months** preceding the event giving rise to the claim.

8.2 Post-Collection Dispute Disclaimer

Once a debt has been marked as successfully recovered and applicable fees have been charged, **Interval AI is no longer involved in any subsequent disputes** between the User and the Debtor Client.

This includes, but is not limited to:

- Refund requests
- Settlement renegotiations
- Legal threats or demands
- Questions about payment terms or communications

All fees collected by Interval AI are final and non-refundable, regardless of any future developments between the User and their Debtor.

8.3 Platform Use and External Conduct

Interval AI shall not be liable for:

- **Any fraudulent or unlawful acts** committed by the User or third parties while using the platform
- **Misuse of the platform**, including unethical outreach or data misrepresentation
- **Security breaches caused by compromised User credentials** or failure to follow standard access protocols
- **Viruses or threats** that may affect the User's devices as a result of third-party activity

The User assumes all risks associated with the use of the Dashboard, Services, and Integrations, and is responsible for verifying the accuracy of any data entered or retrieved through the Platform.

ARTICLE 9: VIOLATION OF TERMS OF USE

Interval AI reserves the right, at its **sole discretion and without prior notice**, to suspend or permanently terminate a User's access to the Site or Services if the User violates these Terms of Use or any other agreement governing the use of Interval AI's platform.

A violation of these Terms constitutes an **unauthorized and unfair business practice** that may result in significant harm to Interval AI. In such cases, Interval AI reserves the right to pursue **legal, injunctive, or equitable relief** in addition to any other remedies available under the law.

9.1 Grounds for Termination Include (But Are Not Limited To):

- Breach of any clause in these Terms of Use
 - Non-compliance with data handling, communication, or ethical outreach standards
 - Failure to pay fees or maintain updated payment information
 - Interference with platform functionality or misuse of Services
 - Significant platform disruptions, abuse of features, or repeated violations
 - Requests initiated by the User for account closure
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9.2 No Waiver of Rights

Interval AI's decision not to act immediately on a violation does not waive its right to enforce these Terms in the future. All rights and remedies under this Agreement are cumulative and may be exercised individually or concurrently at any given period in time.

9.3 Limitation of Liability Upon Termination

In the event of termination due to a violation, Interval AI will not be liable to the User or any third party for any losses or damages resulting from restricted access, service interruption, or data loss. The User remains responsible for any outstanding fees and obligations incurred prior to termination.

9.4 External Links and Third-Party Websites

The Interval AI dashboard or Site may contain links to third-party websites or external tools not owned or operated by Interval AI. These links are provided for convenience only and do not constitute any **endorsement, warranty, or guarantee** of the external content or services.

Interval AI assumes no responsibility or liability for:

- The content, terms, or privacy practices of external websites
- Transactions or interactions conducted with third-party platforms
- Damages or losses arising from the use of third-party services

Users are encouraged to review the terms and privacy policies of any external site before engaging with it.

ARTICLE 10: GOVERNING LAW AND ARBITRATION

This Agreement shall be governed by and construed in accordance with the **laws of the State of Utah**, without regard to conflict-of-law principles. Any disputes, claims, or controversies arising out of or relating to this Agreement, the Services, or the relationship between the User and **Interval AI** shall be resolved exclusively through binding arbitration as outlined below. Interval AI Corporation is a Delaware C Corp conducting business in the state of Utah.

10.1 Arbitration Terms

- Arbitration will be conducted in **Provo, Utah**, under the **Commercial Arbitration Rules of the American Arbitration Association (AAA)**.
- The appointed **arbitrator shall have the authority** to award damages, issue injunctive relief, and order specific performance consistent with this Agreement.
- All arbitration decisions shall be **final, binding, and non-appealable**.
- The Parties **waive any right to participate in a class action, collective action, or representative proceeding**.

10.2 Required Pre-Arbitration Dispute Resolution

Before commencing arbitration, both Parties agree to pursue the following dispute resolution steps:

1. **30-Day Informal Resolution Period**
The Parties will engage in good-faith efforts to resolve the dispute informally for a period of **thirty (30) days** after written notice of the issue has been delivered to the other Party.
2. **Non-Binding Mediation**
If unresolved, the Parties will participate in **non-binding mediation** in **Provo, Utah**, administered by a mutually agreed-upon or court-appointed mediator.
3. **Binding Arbitration**
If mediation fails to achieve a resolution, the matter shall proceed to **binding arbitration** in accordance with the terms stated herein.

ARTICLE 11: PRIVACY POLICY

Last updated: 6/26/25

This Privacy Policy explains how **Interval AI Corporation** ("Interval AI," "we," or "our") collects, uses, shares, and protects your personal information. It forms an integral part of our Terms of Use. By

accessing or using our Site and Services, you agree to this Privacy Policy as well as our Terms of Use and Terms of Service.

We encourage you to review this policy periodically. Any updates become effective immediately upon posting.

11.1 Personal Information Collected

Interval AI collects personal information from several types of users:

- **Business Users** (our customers using the Interval AI platform)
- **Debtors** (individuals who owe money to the Business User)
- **Customers** (individuals we pull into your database and platform to train our models on your customers)
- **Employees, Contractors, and Applicants**
- **Vendors and Service Providers**

We also collect data via dashboard entries, uploaded spreadsheets, integrations to accounting software and CRM's, communications (SMS, phone, email), or user interaction with our website or platform.

11.2 Use of Personal Information

Interval AI uses personal data to:

- Deliver, support, and improve our AI-powered outreach and recovery services
- Identify and authenticate users of the platform
- Contact Debtors and manage outreach efforts as directed by the Business User
- Maintain operational compliance (e.g., FDCPA, CCPA, PCI, SOC 2)
- Process payments, send alerts, or provide customer support

- Evaluate job applications and manage employee information

All personal data is used strictly for purposes aligned with our service offering and legal compliance.

11.3 Disclosure of Personal Information

We do **not sell personal data**.

We may share personal information with trusted third parties who help operate our software, such as:

- Cloud storage providers
- Email/SMS carriers
- Payment processors
- Legal and compliance partners

Disclosures are limited to what is necessary to provide services and ensure compliance. Interval AI may disclose information if legally required by subpoena, court order, law enforcement, or regulatory agencies.

11.4 Selling or Sharing Data

Interval AI does **not sell**, share, or rent personal data for marketing or advertising purposes.

We never use or share personal data for cross-context behavioral advertising. Any third-party providers we work with are bound by strict confidentiality and compliance agreements. If Interval AI discovers any third party misusing the data, legal action can and will be taken.

11.5 Retention of Personal Information

We retain personal data only as long as needed to:

- Provide services
- Maintain compliance
- Resolve disputes
- Fulfill legal obligations
- Train existing models

Once the purpose has expired, we securely delete the data in accordance with our internal retention policies. There is no specific date in which we delete the data.

Users may request access to, correction of, or deletion of their personal data at any time by contacting support@interval-ai.com.

11.6 External Links

The Interval AI website and dashboard may contain links to third-party websites. We do not control or endorse these sites, and their privacy practices may differ from ours. Use caution when interacting with external websites and review their privacy policies independently.

ARTICLE 12: ETHICAL CHARTER FOR COLLECTION MANAGEMENT

At **Interval AI**, we are committed to ensuring a respectful, compliant, and transparent first-party collection process as well as maintaining high standards on our Platform to conduct ethical and prompt communication standards with the Users customers. This charter outlines the expectations for our clients (“Creditor Users”) when using our platform to reach customers with past-due balances and for other Accounts Receivable automations and insights. It is designed to protect our communication processes, maximize collection outcomes, and maintain compliance with federal and state laws.

12.1 Respect for the Collection Mandate

12.1.1 Exclusive Mandate

Once a Creditor User activates outreach through Interval AI’s software—whether via dashboard action, API, integrations, or spreadsheet upload—that outreach is considered a live collection effort. The user agrees not to initiate separate outreach processes outside of Interval AI for the

same account unless they first mark the debt as closed, paid, or canceled within the system.

This ensures clarity, prevents duplicate communication, and protects both the debtor experience and our compliance protocols. Failure to notify Interval AI or further internal approaches may result in complaints and compliance issues.

12.1.2 Non-Interference

After a campaign is launched, the Creditor User agrees not to disrupt or contradict the ongoing messaging. This includes:

- Telling customers the outreach was a mistake or unauthorized
- Blocking or filtering AI-driven messages
- Asking debtors to ignore communication

If a separate payment arrangement is made outside the system, it must be reported immediately through the dashboard or via email to support@interval-ai.com. Otherwise, duplicate follow-ups or legal exposure may occur.

12.2 Required Communication Practices

12.2.1 Collection Continuance

Interval AI can and will run continuously in the background. The User is responsible for all maintenance and supervision of the Dashboard.

12.2.2 Redirecting Contacts

If a debtor replies to your team, they must be redirected to complete the process through the provided payment link or Interval AI's phone number. This ensures the continuity of the recovery process and accurate tracking. If the debtor pays through internal means, it's mandatory to report the information to Interval AI to ensure accurate compliance and collection of all fees.

12.2.3 Dashboard Dossier Updates

All updates related to payments, disputes, or settlement terms must be submitted through the Interval AI dashboard or via email - support@interval-ai.com. Manual updates outside of this workflow increase the risk of errors and weaken collection efforts.

12.2.4 Veracity of Communication

Creditor Users must not misrepresent their communication history with Interval AI. Misleading statements, such as claiming outreach was never authorized, may result in account suspension.

12.2.5 Internal Clarity & Support Team Alignment

Your customer support or accounting team must not discredit the outreach, claim it is spam, or say it was sent in error. Such actions undermine collection efforts and may violate the agreed mandate. Interval AI acts as an internal member of the billing team for the Users company. Any miscommunication between the User and their customers will result in potential action against the Users account.

12.2.6 No Blocking Debtor Contact

If you wish to close an outreach schedule or cadence or stop outreach to a customer altogether, you must update the status in the dashboard or through the connected integration. Asking a debtor to block communication without closing the file risks further billing and communication issues as well as compliance risks for the Users company and Interval AI.

12.2.7 Disputes and Supporting Documents

If a debtor disputes the amount or validity of a charge, Interval AI will notify the user. It is the user's responsibility to respond with clarifying documentation via the dashboard or via email. This ensures compliance and fair dispute resolution.

12.3 Payment Management

12.3.1 Payment Reporting

If a customer pays you directly, you must report that payment immediately. Unreported payments can lead to ongoing outreach, redundant fees, and legal risk.

12.3.2 Procedure Closure

Once a payment is received or a debt is forgiven, the campaign must be closed or marked as paid through the dashboard. Failure to do so may be treated as a violation of this charter.

12.3.3 Installment Exception

If a debtor agrees to a payment plan outside of the standard link or outreach flow, the Creditor User may honor it only if:

- It is communicated clearly to Interval AI through the dashboard or via support
 - It includes a final payment amount and schedule
 - It is not used to avoid fees towards Interval AI
-

12.4 Commitment to Brand Reputation and Fair Treatment

12.4.1 Respecting Debtors

Creditor Users are expected to treat all customers with dignity and respect. No language or action that may be construed as harassment, coercion, or deception is permitted.

12.4.2 Clarity on Debt Status

Maintaining accurate and current debt statuses is critical. Failure to update records leads to unnecessary outreach, undermines trust, and increases operational risk. The more accurate your data, the more successful and compliant your collection outcomes.

ARTICLE 13: FINAL COMPLIANCE AND QUALITY ASSURANCE RESPONSIBILITIES

The User acknowledges and agrees that **Interval AI** is a software platform designed to automate first-party accounts receivable communication and reporting. While Interval AI provides powerful outreach capabilities and adheres to general federal and state compliance frameworks (including but not limited to the FDCPA, TCCPA, CCPA, and PCI standards), the **final responsibility for legal compliance, data accuracy, and collection conduct rests solely with the User**. Any misuse of the Platform can result in legal action towards the User and their respective company.

13.1 User Compliance Responsibility

The User affirms that all customer data, debt details, and payment records provided to Interval AI are:

- Accurate, current, and truthful
- Authorized to be used for outreach and collection efforts
- In full compliance with applicable local, state, and federal regulations

Interval AI does not assume liability for outreach performed using incorrect or unlawfully obtained information. The User bears all legal and financial responsibility for the consequences of misused or misrepresented data.

13.2 Regulatory Adherence

The User agrees to conduct all collection activity initiated through Interval AI in compliance with the applicable laws of the jurisdictions in which they operate. Interval AI will not be held liable for any violation of regulatory rules stemming from the User's practices, data, or use of the platform.

Where required, the User must obtain consent from their customers or debtors and comply with applicable consumer notice, consent, and disclosure laws.

13.3 Quality Assurance Standards

The User agrees to:

- Regularly review and update the accuracy of their accounts receivable records
- Respond promptly to debtor disputes, questions, or issues flagged through Interval AI and communicate these issues with support@interval-ai.com
- Use the platform in good faith, without manipulation, abuse, or attempts to bypass intended functionality or fee structures

Interval AI reserves the right to suspend access to the platform if quality assurance standards are repeatedly violated or if ongoing misuse presents reputational or legal risk.

13.4 Indemnification

To the fullest extent permitted by law, the User agrees to defend, indemnify, and hold harmless Interval AI, its officers, employees, investors, partners, and affiliates from and against any claims, liabilities, damages, losses, or expenses arising from:

- The User's failure to meet compliance obligations
- Inaccurate data or communication provided by the User
- Violations of applicable collection or data privacy laws
- Any third-party claims resulting from the User's actions or inactions

Last Updated 6/27/25

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