GRAVUN INC. TERMS OF SERVICE

Effective Date: September 17, 2026

These Terms of Service (“Terms”) govern access to and use of the Gravun business software platform at app.gravun.com and its associated features and services (collectively, the “Service”), provided by Gravun Inc., a corporation incorporated under the laws of Ontario (“Gravun,” “we,” “us,” or “our”).

These Terms form an agreement between Gravun and the business entity or sole proprietor identified during workspace registration or in an applicable Order Form (“Customer,” “you,” or “your”). By clicking “I agree” or otherwise affirmatively accepting these Terms through an authorized ordering process, Customer agrees to be bound. The individual accepting represents that they have authority to bind Customer.

Merely visiting www.gravun.com does not create a subscription agreement. Individuals who interact with Customer through booking, estimate approval, payment, unsubscribe, or signing pages (“End Clients”) do not become Gravun subscription customers through those interactions. Applicable privacy notices, transaction terms, and signing consents govern those interactions.

1. The Service

1.1 Gravun is a business-to-business software-as-a-service platform for field-service, home-service, and comparable businesses. Depending on the selected plan and enabled features, the Service includes customer relationship management, scheduling, estimates, invoicing, payment functionality through third-party processors, email and SMS, business telephony, call recording, AI reception, electronic signing through Gravun Sign, marketing campaigns, automation, reporting, and integrations.

1.2 Subject to payment and compliance with these Terms, Gravun grants Customer a limited, non-exclusive, non-transferable right during its subscription term to access and use the purchased Service for its business operations.

1.3 Gravun may update or modify the Service. If a change materially reduces the core functionality of a paid plan during its current subscription term, Gravun will provide a substantially equivalent alternative or allow Customer to terminate the affected Service and receive a proportionate refund of prepaid fees for the unused period.

1.4 Changes required by law, security concerns, or the withdrawal of a third-party service may take effect immediately where necessary. Gravun will provide notice and reasonably mitigate disruption where practicable.

© 2026 Gravun Inc. All rights reserved

1.5 Support is provided as described in the applicable plan or Order Form. Availability commitments, response-time commitments, and service credits apply only where expressly included in an applicable Service Level Agreement ("SLA").

2. Eligibility and Account Administration

2.1 The Service is intended for business use. Individuals may not register a workspace for personal, family, or household purposes.

2.2 Customer must provide accurate registration and billing information, maintain current contact details, safeguard credentials, and administer access appropriately. Customer must ensure that its employees, contractors, and other authorized personnel ("Authorized Users") comply with these Terms.

2.3 Customer is responsible for activity undertaken by its Authorized Users and for promptly removing access when authorization ends. Customer must notify Gravun promptly of suspected unauthorized access or misuse. Customer is not responsible under this provision to the extent unauthorized activity results from Gravun's breach of its obligations.

2.4 Gravun may reasonably verify account ownership or administrative authority before changing workspace control, restoring access, or disclosing account information.

3. Customer Content and Ownership

3.1 "Customer Content" means data, documents, communications, recordings, files, and other materials submitted to, stored in, or generated through the Service by or on behalf of Customer, including submissions by Authorized Users and End Clients. It includes contact records, job information, financial records, messages, transcripts, signed documents, signing evidence, uploaded files, and imported data.

3.2 As between the parties, Customer retains its rights in Customer Content. Customer grants Gravun a non-exclusive, worldwide licence to host, reproduce, process, transmit, and display Customer Content only as necessary to provide, maintain, secure, and support the Service, follow Customer's lawful instructions, and perform this agreement.

3.3 This licence does not authorize unrelated advertising, the sale of Customer Content, or the training of general-purpose AI models. Any additional use requires separate lawful authorization and must comply with the Data Processing Addendum ("DPA") and applicable provider restrictions.

3.4 Gravun may use aggregated or de-identified information for analytics and service improvement where the information cannot reasonably identify Customer or an individual, and where permitted by applicable law and the DPA. Gravun will not attempt to re-identify that information.

© 2026 Gravun Inc. All rights reserved

3.5 Customer is responsible for the lawfulness of Customer Content and for obtaining the rights, notices, and consents necessary to submit it and instruct its processing. Each party remains responsible for legal obligations directly applicable to its own conduct.

4. Subscriptions, Fees, and Payment

4.1 The selected plan, subscription term, billing frequency, currency, included usage, and applicable charges will be disclosed at checkout or in an Order Form. Charges may include subscription fees and usage-based fees for AI voice minutes and other identified metered features.

4.2 Unless otherwise agreed, subscription fees are payable in advance and usage charges may be billed in arrears. Customer authorizes recurring charges to its designated payment method for the subscription and authorized usage.

4.3 Subscriptions renew for the period disclosed at checkout or in the Order Form unless Customer cancels before renewal. Customer may cancel through the available account controls or by written notice to Gravun's designated support contact. Cancellation normally takes effect at the end of the current subscription term.

4.4 Fees exclude applicable taxes, which Customer must pay, other than taxes on Gravun's net income. Except as required by law or expressly provided in these Terms or an Order Form, fees are non-refundable.

4.5 Gravun may change subscription pricing upon at least thirty days' notice, effective no earlier than Customer's next renewal. Changes to usage rates apply prospectively after notice and do not affect usage already incurred.

4.6 Payment-card details are handled through the designated payment processor. Gravun may receive billing identifiers, payment status, and limited transaction information.

4.7 Customer must promptly notify Gravun of a genuine billing dispute and provide reasonable supporting details. Customer must continue paying undisputed amounts. Suspension for non-payment is governed exclusively by Section 14.

5. Free Trials and Beta Features

5.1 Gravun may offer free trials or beta features subject to limitations disclosed when access is provided. Beta features may contain errors, change, or be discontinued and, unless expressly agreed otherwise, do not carry uptime commitments or service credits.

5.2 A trial converts to a paid subscription only where Customer has been clearly informed of the trial end date, applicable plan, price, billing frequency, and cancellation procedure and has authorized the resulting charges. Free beta access does not itself authorize paid conversion.

© 2026 Gravun Inc. All rights reserved

5.3 Customer should maintain appropriate copies of important records and must not rely on beta functionality as its sole means of performing safety-critical activities or mandatory recordkeeping.

5.4 Gravun's applicable confidentiality, privacy, and data-protection obligations continue during trial and beta use.

6. Third-Party Services and Payments

6.1 The Service relies on, and may connect with, third-party services for infrastructure, payments, communications, transcription, AI, email, geocoding, and other functions. Customer may also connect its own applications and accounts.

6.2 Customer authorizes the exchange of information necessary for an enabled integration within the permissions granted. Customer must maintain required third-party accounts and comply with applicable provider terms. Revoking an integration may disable associated functionality.

6.3 Gravun does not control the independent operation of Customer-selected third-party services. However, Gravun remains responsible for its contractual obligations concerning providers it engages to process Customer Content on its behalf, as specified in the DPA.

6.4 Connected Google or Microsoft data must be accessed and used consistently with the granted permissions and applicable provider requirements. Neither Customer's instructions nor these Terms authorize circumvention of those requirements.

6.5 Customer remains responsible for transactions with its End Clients, including charges, refunds, chargebacks, taxes, warranties, and performance of the underlying goods or services. Providing an invoice, payment link, or transaction page does not make Gravun a party to that transaction.

6.6 Unless Gravun expressly confirms support for emergency calling in the applicable service documentation, Customer must maintain an alternative means of contacting emergency services.

7. AI Features and Automation

7.1 The Service may use AI to draft content, summarize information, transcribe calls, assist callers, propose actions, or perform enabled workflows. Permitted Customer Content may be transmitted to the providers identified in Gravun's applicable disclosures and Subprocessor Schedule.

7.2 Customer must configure permissions and approval controls appropriately. AI outputs may be inaccurate, incomplete, biased, or unsuitable. Customer must review outputs before

© 2026 Gravun Inc. All rights reserved

relying on them and remains responsible for communications and business decisions made using those outputs.

7.3 Where Customer enables an automated action without individual review, its configuration constitutes an instruction to perform that action. Customer must assess the workflow's triggers, recipients, permissions, and potential consequences and promptly disable unsuitable workflows.

7.4 Customer must not use AI features to engage in unlawful discrimination, deceptive impersonation, or decisions affecting individuals' legal rights or access to significant opportunities or services without the safeguards required by law and applicable feature restrictions.

7.5 Gravun will not use Customer Content to train general-purpose AI models or authorize its AI subprocessors to do so without separate affirmative authorization from Customer. Any authorized use must also comply with applicable law and restrictions imposed by the source of the data.

7.6 AI outputs do not constitute legal, financial, medical, engineering, or other professional advice. Additional AI-specific terms apply where expressly incorporated into the relevant feature.

8. Gravun Sign

8.1 Gravun Sign enables Customer to present and route documents for electronic signing. Signers are presented with an Electronic Records and Signature Consent and must affirmatively accept it before completing the signing process. The Service records signing events and associated technical information and produces a certificate upon completion.

8.2 Customer is responsible for determining whether a document is appropriate for electronic signing and whether additional requirements apply, including prescribed wording, witnessing, notarization, authentication, registration, delivery, or retention. Customer must comply with Gravun's Document Eligibility Matrix and applicable product restrictions.

8.3 Customer must assess whether the authentication controls actually available are sufficient for the transaction. If stronger assurance is required and is not supported, Customer must use an appropriate alternative process.

8.4 Possession of a signing link, a recorded name, an IP address, or a signature image does not independently establish a signer's identity, authority, capacity, or freedom from coercion. A certificate records system events and does not constitute notarization or a guarantee of enforceability or admissibility.

8.5 Customer must ensure that signers can review and retain required records and must preserve the records necessary for its transactions. Customer must not alter completed documents or certificates in a manner that misrepresents the original execution.

© 2026 Gravun Inc. All rights reserved

9. Acceptable Use and Communications

9.1 Customer must comply, and ensure its Authorized Users comply, with Gravun's Acceptable Use Policy ("AUP"), which is incorporated into these Terms.

9.2 Customer must not use the Service for unlawful, infringing, fraudulent, deceptive, abusive, or harmful activities; unauthorized access; malware distribution; security circumvention; or communications prohibited by applicable law.

9.3 Customer is responsible for the recipient lists, content, consent, sender identification, timing, and opt-out handling of communications it initiates. Customer must distinguish transactional communications from marketing and honor applicable unsubscribe, revocation, suppression, and do-not-call requirements.

9.4 Before recording or transcribing calls, Customer must provide appropriate disclosures and obtain consent required for the relevant participants and circumstances. Customer must also provide any required disclosure of AI-assisted interaction.

9.5 Customer must retain appropriate evidence of consent and must not bypass platform compliance controls. Gravun may request reasonable evidence when investigating complaints or addressing legal or provider requirements.

9.6 This allocation does not exclude Gravun's responsibilities concerning its own communications, processing, or operation of the Service.

10. Intellectual Property

10.1 Gravun and its licensors retain all rights in the Service, software, interfaces, documentation, designs, and underlying technology, excluding Customer Content.

10.2 Except as permitted by these Terms or non-waivable law, Customer must not reproduce, distribute, reverse engineer, create derivative works from, resell, or sublicense the Service, or remove proprietary notices.

10.3 Customer retains any rights it holds in feedback it voluntarily provides but grants Gravun a perpetual, worldwide, royalty-free licence to use and incorporate that feedback into its products and services. This licence does not authorize disclosure of Customer's Confidential Information or additional use of Customer Content.

10.4 Neither party acquires rights in the other's trademarks or branding except as expressly agreed.

11. Confidentiality

© 2026 Gravun Inc. All rights reserved

11.1 “Confidential Information” means non-public business, technical, financial, commercial, or security information disclosed in connection with these Terms and reasonably understood to be confidential. Customer Content, non-public security information, and negotiated commercial terms are Confidential Information.

11.2 Each receiving party must protect Confidential Information using at least reasonable care, use it only to perform this agreement or exercise its rights, and disclose it only to personnel, advisers, and service providers who need access and are subject to appropriate confidentiality obligations.

11.3 These duties do not apply to information the receiving party can demonstrate was lawfully known without restriction, became public without breach, was independently developed, or was lawfully received from a third party without confidentiality restrictions.

11.4 A party may disclose information where legally required, provided it gives advance notice where lawful and reasonably practicable and limits disclosure to what is required.

11.5 These obligations continue for five years after termination and, for trade secrets and personal information, for as long as applicable law or the DPA requires.

12. Warranties and Disclaimers

12.1 Each party represents that it has authority to enter into this agreement. Gravun will provide the paid Service with reasonable care and skill and substantially in accordance with the documentation applicable to the purchased functionality.

12.2 Customer must promptly report a material failure with reasonable supporting information. Gravun will have a reasonable opportunity, not exceeding thirty days after receiving sufficient information, to remedy the failure. If the failure remains material and unremedied, Customer may terminate the affected Service and receive a proportionate refund of prepaid fees for the unused period.

12.3 Except as expressly provided in these Terms, an Order Form, or an applicable SLA, and to the extent permitted by law, the Service is provided “as is” and “as available,” without implied warranties or conditions of merchantability, fitness for a particular purpose, title, or non-infringement.

12.4 Gravun does not guarantee uninterrupted operation, error-free AI outputs, successful communications delivery, payment of Customer invoices, or the enforceability of documents signed through the Service.

12.5 Nothing in these Terms excludes a warranty, obligation, or remedy that cannot lawfully be excluded.

13. Contract Documents and Precedence

© 2026 Gravun Inc. All rights reserved

13.1 These Terms, the AUP, the DPA, any applicable SLA, and an accepted Order Form constitute the agreement between the parties.

13.2 An executed Master Services Agreement controls the relationship to the extent specified in that agreement. Otherwise, an Order Form varies these Terms only where it expressly identifies the agreed departure.

13.3 The DPA controls conflicts concerning the processing of personal information. An applicable SLA controls its specific service-level measurements and credit remedies. These Terms govern matters not otherwise addressed.

13.4 The Privacy Policy describes Gravun's information-handling practices but does not expand the processing licence granted under Section 3. Internal policies, implementation checklists, and product roadmaps do not create additional contractual warranties unless expressly incorporated.

13.5 Customer purchase-order terms do not amend this agreement unless Gravun expressly accepts them in writing.

14. Term, Suspension, and Termination

14.1 These Terms continue while Customer has an active subscription or otherwise uses the Service under an authorized trial or beta arrangement.

14.2 Customer may cancel renewal as provided in Section 4. Gravun may elect not to renew a subscription upon at least thirty days' written notice. Neither party may terminate a fixed subscription term for convenience unless an Order Form or these Terms expressly permits it.

14.3 Either party may terminate for a material breach that remains uncured fifteen days after written notice describing the breach. Immediate termination is permitted where the breach cannot reasonably be cured or continued performance would be unlawful.

14.4 Gravun may suspend affected functionality immediately where reasonably necessary to address a serious security threat, unlawful use, material harm, or a binding legal or provider requirement. Suspension must be proportionate, and Gravun will provide notice and an opportunity to resolve the issue where practicable.

14.5 For non-payment, Gravun may suspend the Service only if undisputed fees remain unpaid fifteen days after written notice of default. Suspension does not discharge fees already accrued.

14.6 If Customer terminates for Gravun's uncured material breach, Gravun will refund prepaid fees for the unused portion of the terminated Service. Accrued rights and obligations remain enforceable.

© 2026 Gravun Inc. All rights reserved

15. Data Protection, Export, and Deletion

15.1 Each party will comply with data-protection laws applicable to its role. Where Gravun processes personal information on Customer's behalf, the DPA forms part of this agreement. Gravun's independent processing of account, billing, security, and related operational information is described in its Privacy Policy.

15.2 Gravun will maintain appropriate administrative, technical, and organizational safeguards and provide notification and assistance concerning security incidents as required by the DPA and applicable law.

15.3 Customer may export Customer Content through available functionality during the subscription. After termination, Gravun will provide a thirty-day opportunity to obtain an available export, subject to reasonable identity verification, legal restrictions, and safeguards necessary to address a security threat. Optional assistance beyond standard export functionality is chargeable only as separately agreed.

15.4 After the export period, Gravun will delete or return Customer Content in accordance with the DPA and applicable retention schedule. Backups, legal holds, and other lawful retention exceptions will be handled under those arrangements.

15.5 Retained information remains protected and may not be used for unrelated purposes. An erasure request does not automatically require alteration or destruction of an executed document or its signing evidence; the applicable retention grounds and individual rights must be assessed.

15.6 Customer remains responsible for its own statutory and business recordkeeping. The subscription does not include permanent archival storage unless expressly agreed.

16. Indemnification

16.1 Customer will defend and indemnify Gravun and its officers, directors, and employees against third-party claims arising from infringing or unlawful Customer Content, unlawful communications or recordings initiated by Customer, or Customer's material violation of these Terms or applicable law.

16.2 This obligation covers reasonable defence costs and amounts finally awarded by a court or agreed in an approved settlement, but only to the extent attributable to Customer's conduct. It does not apply to the extent a claim results from Gravun's breach, negligence, or wilful misconduct.

16.3 Gravun must promptly notify Customer of the claim, allow Customer reasonable control of the defence, and provide reasonable cooperation at Customer's expense. Delayed notice reduces Customer's obligations only to the extent the delay materially prejudices the defence.

© 2026 Gravun Inc. All rights reserved

16.4 Customer must not settle a claim in a manner that admits fault by Gravun or imposes non-monetary obligations on Gravun without Gravun's prior written consent, not to be unreasonably withheld.

16.5 Any additional indemnities agreed for enterprise customers must be stated in the applicable Master Services Agreement or Order Form.

17. Limitation of Liability

17.1 To the maximum extent permitted by law, neither party will be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or lost profits, revenue, or goodwill arising from these Terms or the Service.

17.2 Except as provided below, each party's total aggregate liability will not exceed the fees paid or payable by Customer for the affected Service during the twelve months preceding the first event giving rise to the claim.

17.3 For claims arising from breach of confidentiality, the DPA, or contractual security obligations, a separate aggregate cap of twice the amount in Clause 17.2 applies in place of the general cap. The caps are not cumulative for the same event.

17.4 The monetary caps do not limit Customer's payment obligations or indemnification obligations under Section 16. The exclusion of damages does not prevent recovery of third-party amounts payable under that indemnity.

17.5 Neither the monetary caps nor the damages exclusions apply to fraud, wilful misconduct, infringement or misappropriation of the other party's intellectual property, or liability that cannot lawfully be excluded or limited.

17.6 Nothing in this section prevents either party from seeking appropriate injunctive relief.

18. Governing Law and Disputes

18.1 These Terms are governed by Ontario law and the applicable federal laws of Canada, without applying conflict-of-law rules.

18.2 Subject to mandatory jurisdictional requirements, the parties submit to the exclusive jurisdiction of the courts located in Toronto, Ontario. Either party may seek urgent protective relief in another court of competent jurisdiction where necessary.

18.3 Before commencing proceedings, a party will provide written notice describing the dispute and allow thirty days for representatives with settlement authority to seek resolution. This requirement does not prevent urgent relief or steps necessary to preserve a limitation period.

© 2026 Gravun Inc. All rights reserved

18.4 Nothing in these Terms excludes mandatory protections or rights that apply notwithstanding the choice of law or forum. Any legally required French-language version and language-selection process must be provided before acceptance where applicable.

19. Notices

19.1 Gravun may send routine operational notices through the Service or to Customer's designated account email.

19.2 Notices of material amendments, non-renewal, breach, suspension for non-payment, or termination will be sent to Customer's designated account email. Customer must keep that address current.

19.3 Customer must send legal and contractual notices to:

Gravun Inc.
Address: 10 Four Seasons Place, Etobicoke, ON M9B 6H7
Email: Hello@gravun.com

19.4 Email notices are deemed received on the next business day after transmission, provided the sender receives no delivery-failure notification. Formal service of legal proceedings remains subject to applicable procedural requirements.

20. General Provisions

20.1 Amendments. Gravun may update these Terms by providing notice. Material changes will ordinarily take effect at renewal following at least thirty days' notice. Changes required for urgent legal or security reasons may take effect earlier to the extent necessary. Changes do not apply retroactively to accrued claims or alter expressly negotiated terms without agreement. Gravun will obtain affirmative acceptance where required. Customer may decline renewal changes by cancelling before renewal.

20.2 Assignment. Neither party may assign this agreement without the other's consent, not to be unreasonably withheld, except in connection with a merger, reorganization, or sale of substantially all relevant assets where the successor assumes the agreement and the assignment does not materially diminish the other party's rights.

20.3 Subcontracting. Gravun may engage subcontractors subject to the DPA and its continuing responsibility for its contractual obligations.

20.4 Force Majeure. Neither party is liable for delay caused by circumstances beyond its reasonable control, provided it uses reasonable efforts to mitigate the effects. This does not excuse accrued payment obligations or eliminate applicable data-protection duties.

20.5 Independent Parties. The parties are independent contractors. These Terms do not establish a partnership, agency, employment, or fiduciary relationship.

© 2026 Gravun Inc. All rights reserved

20.6 Severability and Waiver. An unenforceable provision will be limited or severed to the extent necessary without affecting the remainder. Failure to enforce a provision is not a waiver.

20.7 Entire Agreement. The documents identified in Section 13 constitute the entire agreement concerning the Service and supersede prior proposals and discussions on that subject.

20.8 Survival. Provisions concerning accrued payments, intellectual property, confidentiality, post-termination data handling, indemnification, liability, and disputes survive termination to the extent necessary to give them effect.

20.9 Electronic Acceptance. These Terms and related ordering documents may be accepted electronically, subject to applicable law.

© 2026 Gravun Inc. All rights reserved