

# TERMS OF SERVICE

**Last Updated: 03/06/2026**

These Terms of Service (“Agreement”) govern access to and use of the AB-Solution platform (the “Service”) provided by **AB-Solution** (“Company,” “we,” “us,” or “our”). By accessing or using the Service, the client (“Client,” “you,” or “your”) agrees to be bound by this Agreement.

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## 1. Description of Service

AB-Solution provides a cloud-based A/B testing, experimentation, and website optimization platform accessible through:

- A web-based dashboard
- JavaScript integration deployed on Client websites
- Related APIs and reporting tools

The Service enables Clients to create, manage, deploy, and analyze experiments on their digital properties.

We may update, improve, modify, or discontinue features at our discretion.

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## 2. Service Modifications

Company reserves the right to modify, update, enhance, or discontinue any part of the Service at any time.

Such modifications may include changes to features, functionality, infrastructure, or user interfaces.

Company will use commercially reasonable efforts to provide notice of material changes when feasible, but is not obligated to maintain any specific feature or functionality.

## **3. Eligibility and Accounts**

### **3.1 Account Creation**

Accounts are provisioned by the Company. Login credentials are issued to authorized representatives of the Client.

### **3.2 Account Security**

Client is solely responsible for:

- Maintaining confidentiality of login credentials
- Restricting access to authorized users
- All activities conducted under its account

Client must notify Company immediately of any unauthorized use.

### **3.3 Authorized Users**

Client may allow employees or contractors to access the Service, provided they comply with this Agreement.

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## **4. Subscription, Fees, and Billing**

### **4.1 Subscription Model**

The Service is provided on a month-to-month subscription basis unless otherwise agreed in writing.

### **4.2 Usage-Based Pricing**

Fees are calculated based on usage.

“**Tracked User**” means a unique browser identifier (e.g., cookie-based ID or similar technology) recorded within a calendar month.

Each unique identifier counts once per month regardless of number of visits.

### **4.3 Invoicing**

Invoices are issued monthly and are payable within fifteen (15) days from invoice date unless otherwise agreed.

Late payments may:

- Accrue statutory interest
- Result in suspension of access

#### **4.4 Price Stability**

Pricing is fixed for twelve (12) months from the contract execution date. After this period, Company may revise pricing with thirty (30) days written notice.

Taxes are exclusive unless explicitly stated.

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## **5. Acceptable Use and Restrictions**

Client shall not, and shall not permit others to:

- Reverse engineer, decompile, or disassemble the Service
- Attempt to access underlying source code
- Resell, sublicense, lease, or redistribute the Service
- Use the Service to violate any applicable laws
- Interfere with the integrity or performance of the Service
- Introduce malicious code or security vulnerabilities

Violation may result in immediate suspension or termination.

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## **6. Intellectual Property**

All rights, title, and interest in and to the Service, including:

- Software
- Algorithms
- Infrastructure
- UI/UX
- Documentation
- Analytics systems

remain exclusively owned by AB-Solution.

Client receives a limited, non-exclusive, non-transferable, revocable license to access and use the Service during the subscription term.

No rights are granted except as expressly stated.

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## **7. Client Data**

Client retains ownership of all data submitted through the Service (“Client Data”).

Client grants Company a limited, non-exclusive license to process Client Data solely for:

- Providing the Service
- Improving functionality
- Generating aggregated, anonymized analytics

Company may use anonymized and aggregated data for benchmarking and product improvement.

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## **8. Compliance With Laws**

Client is solely responsible for ensuring that its use of the Service complies with all applicable laws and regulations, including but not limited to privacy, data protection, and electronic communications laws.

Client shall ensure that its websites provide any required notices, disclosures, and consent mechanisms, including cookie consent banners where required by applicable law.

Company does not control the content of Client websites and shall not be responsible for the Client's compliance with applicable laws or regulations relating to the collection or processing of end-user data.

## 9. Feature Requests and Custom Development

Clients may submit feature requests.

- Company retains sole discretion regarding implementation
- No obligation exists to implement any requested feature
- All developed features, including custom-built components, remain exclusive intellectual property of AB-Solution unless otherwise agreed in writing

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## 10. Availability and Support

The Service is provided on a **commercially reasonable efforts basis**.

No guaranteed uptime or SLA is provided unless separately agreed in writing.

The Service is designed to assist in experimentation and optimization. Company does not guarantee any specific outcomes, including improvements in conversion rates, revenue, or user engagement.

We may:

- Perform scheduled maintenance
- Implement emergency updates
- Modify infrastructure as necessary

Support is provided via email during standard business hours unless otherwise agreed.

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## **11. Warranties Disclaimer**

The Service is provided “AS IS” and “AS AVAILABLE.”

To the maximum extent permitted by law, Company disclaims all warranties, including:

- Merchantability
- Fitness for a particular purpose
- Non-infringement
- Error-free or uninterrupted operation

Client assumes responsibility for proper deployment on its websites.

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## **12. Limitation of Liability**

To the maximum extent permitted by law:

- Company shall not be liable for indirect, incidental, consequential, special, punitive, or revenue-related damages
- Company shall not be liable for loss of data, profits, business interruption, or reputational harm

Total aggregate liability shall not exceed the fees paid by Client during the thirty (30) days preceding the claim.

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## **13. Indemnification**

Client agrees to indemnify and hold harmless AB-Solution from claims arising out of:

- Client's unlawful use of the Service
  - Violation of applicable data protection laws
  - Breach of this Agreement
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## **14. Term and Termination**

### **14.1 Termination by Either Party**

Either party may terminate with thirty (30) days' written notice.

### **14.2 Immediate Termination**

Company may suspend or terminate access immediately for:

- Material breach
- Unlawful usage
- Reputational risk
- Non-payment

Upon termination:

- Access is revoked
  - Outstanding invoices remain due
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## **15. Confidentiality**

Each party agrees to keep confidential any non-public business, technical, or commercial information received from the other party.

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## **16. Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company is incorporated, without regard to its conflict of law principles.

Any dispute, claim, or controversy arising out of or relating to this Agreement or the use of the Service shall be resolved through binding arbitration administered by a recognized international arbitration body in accordance with its applicable arbitration rules.

The arbitration shall be conducted in English, and the decision of the arbitrator shall be final and binding on both parties.

Each party shall bear its own legal costs unless otherwise determined by the arbitrator.

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## **17. Amendments**

Company may update these Terms from time to time. Continued use of the Service constitutes acceptance of updated Terms.