

JustAks Store Trial Agreement

Complete all applicable blanks and sign before handover. This agreement covers one business location and a 14-day assisted trial of the services selected below.

1 Parties and location

Service provider legal name: _____

Trading as JustAks by KoMo

Provider address: _____

Provider notice email or phone: _____

Store legal business name: _____

Trading name: _____

Store address: _____

Authorized owner name and title: _____

Store notice email or phone: _____

2 Included trial services

Mark each service included in the agreed trial. Unmarked services are excluded. Both parties must initial any changes.

☐ Customer tabs, purchases, payments, credit limits and due-date dashboard

☐ SMS receipts and balance updates ☐ Scheduled SMS reminders

☐ Opt-in SMS promotions ☐ Store information assistant

Other agreed service or limits: _____

One location and one owner workspace are included. Phone answering, register integration, printing, payment processing, custom development and debt collection are excluded unless expressly added above. SMS services require a connected provider, carrier approval, consent controls and a passed end-to-end test. Draft previews and manually prepared texts are not live automation.

3 Trial start and readiness

The software trial fee is \$0 for 14 consecutive days beginning at the go-live date and time confirmed below. Creating an account, collecting registration details or waiting for carrier approval does not start this assisted trial. Both parties confirm the selected services work at handover. If SMS is selected but not ready, leave the start blank; alternatively both parties may amend the selected scope in writing.

Confirmed go-live date and time with time zone: _____

Trial end date and time with time zone: _____

Handover confirmation initials Provider: _____ Store: _____

No paid subscription begins automatically. A separate paid order is required to continue after the trial. No minimum paid term is created by this agreement.

Trial costs and responsibilities

4 Approved costs and usage limits

The free trial covers the software service only. A charge for hardware, registration, text usage or another service is permitted only if its amount or rate and maximum total are completed below and approved by both parties before the cost is incurred. A blank charge field means no authorized charge for that item. No approved texting allowance or cap means outbound texting remains off.

Hardware sold to store, if any: \$_____ Description: _____
Refundable equipment deposit, if any: \$_____
One-time carrier registration charge: \$_____
Included trial SMS segments, inbound plus outbound: _____
Additional segment rate, if approved: \$_____ Maximum extra spend: \$_____
Other approved costs and maximum: _____
Maximum total nonrefundable trial costs: \$_____
Cost approval initials Provider: _____ Store: _____

Texts may use multiple billable segments depending on length and characters. Images and calls are excluded unless priced separately. JustAks will stop additional paid usage at the agreed cap unless the store approves an increase in writing. Unused trial allowances have no cash value.

5 Equipment ownership and care

Equipment arrangement: ☐ Store owned ☐ Sold ☐ Loaned ☐ No equipment
Model, serial number and accessories: _____
Owner of equipment: _____
Agreed replacement value for loss or damage: \$_____

A loan does not transfer ownership. The store provides safe counter placement, internet and ordinary care. Loaned equipment and listed accessories must be returned within 7 calendar days after cancellation or trial end, using a return method agreed with JustAks. Ordinary wear is excluded. Any claim for loss or damage must reflect documented reasonable repair or replacement cost, never more than the value agreed above. If no value is agreed, no automatic damage fee is authorized.

Responsibilities and customer records

6 Store and provider responsibilities

The store checks imported and new balances, phone numbers, due dates and offers; authorizes its staff; and provides accurate business information. The store makes its own credit decisions. JustAks supplies setup and reasonable support for the selected services, reports known material problems, and will not activate unverified outbound automation. Support contact and availability: _____

The store must obtain and retain separate customer permission for account notifications and promotions, and provide those records when requested. The business owner's signature does not authorize texts to customers. JustAks will enforce supported opt-out controls and restrict unlawful or prohibited content. STOP or another revocation request must suppress further automated messages as applicable. No purchased contact lists, cross-store marketing, or tobacco, vape or alcohol promotions are allowed in this pilot.

7 Customer records and confidentiality

The store owns its customer data and may download a backup. JustAks may use that data only to provide, maintain and support the service, using necessary service providers subject to appropriate confidentiality obligations. Neither party may sell or share messaging permission for another business's promotions. Both parties protect access credentials and confidential information. JustAks will promptly notify the store of a known incident affecting its data and cooperate in a reasonable response.

If the trial ends, new account entries and outbound automation stop unless a separate paid order is approved. Records remain viewable and exportable for at least 30 days after trial end. On written request, JustAks will provide a reasonably available export and delete customer data within 30 days, except records required by law, records needed to document this agreement, and suppression information needed to prevent unwanted texts. Backup copies may remain until their normal secure deletion cycle. The store should save its own export before requesting deletion.

Cancellation and signatures

8 Cancellation and pilot limitations

Either party may end this trial by notice to the contact listed in section 1. JustAks may immediately suspend outbound messages for missing consent, provider restrictions or suspected abuse. Approved costs already incurred remain payable; unapproved charges are not payable. No early cancellation penalty or lost future subscription fee applies.

The service is a pilot. JustAks does not guarantee message delivery, uninterrupted availability, increased sales, debt recovery or the accuracy of information entered by the store. Text delivery logs are not conclusive proof that a purchase occurred or that a customer owes a debt. Keep backups and investigate disputed entries. No responsibility for a customer's unpaid tab is transferred to JustAks.

To the extent permitted by law, neither party is liable for indirect or consequential loss arising from this pilot. Each party's aggregate liability for ordinary contract claims is limited to the greater of \$500 or the amounts paid under this agreement. This limit does not apply to fraud, willful misconduct, gross negligence, breach of confidentiality or data protection obligations, or liability that cannot legally be limited. The equipment obligation in section 5 is separate. Each party remains responsible for its own unlawful conduct.

9 Agreement and signature

Minnesota law governs, subject to applicable mandatory law. The parties will first try to resolve a dispute directly. This agreement and any signed scope or cost amendment form the trial agreement. Changes require both parties' written approval. Electronic signing is permitted if both parties agree to transact electronically and retain a copy. Both signers confirm authority to bind the named party.

Store signature: _____ Date: _____
Printed name and title: _____

Provider signature: _____ Date: _____
Printed name and title: _____

Version 2026-10-07-v1. Complete the provider legal identity, selected scope, costs, equipment terms and dates before signing.