

Terms of Use

Fielo is a web-based platform (Service) that Client wishes to utilize to provide access to incentives, learning and customizable marketing materials to Client and Client's Users. These Terms of Use (Terms) represent the agreement between the parties which allow Client to access the Services. When the Client signs up for an account, or uses the Service, they indicate their acceptance of these Terms.

Unless explicitly stated otherwise, any new features that change the current Service shall be subject to the Terms. Continued use of the Service after any changes shall constitute Client's consent to such changes. The failure of Company to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. The Terms of Use constitutes the entire agreement.

Use of Service

Client and Company agree to use the Service in compliance with all applicable laws, rules and regulations, including any regarding the transmission of technical data exported from one country to another. Violation of any of the foregoing may result in immediate termination of these Terms and may subject Client to legal penalties and consequences.

During the survival of any Order Form (Order) and subject to these Terms, Client shall have the right to access and use the Service solely for internal business purposes. At the termination of any related Orders, all rights to access or use the Service shall immediately terminate.

Client shall not, and shall not authorize or encourage any other party to: Use the Service to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by Company; Use the Service for any fraudulent or inappropriate purpose; or Resell, duplicate, reproduce or exploit any part of the Service without the express written permission of Company.

Payment Terms

Client agrees to pay for the Service requested in accordance with any applicable Order. The fees stated in any Order do not include any direct or indirect taxes, levies, duties or similar governmental assessments of any kind ("Taxes"). Client is responsible for the payment of any and all Taxes associated with the Order and the Service. Any fees or charges not included in an Order will require Client's approval and be invoiced separately. If no payment terms are stated in an Order, all payments are due Net 30 from receipt of invoice. Company reserves the right to suspend Service if any Client invoices on any Order become past due.

Support Services

Standard support services as outlined in the Support Desk Service Document (Standard Support) are included in the Fielo Loyalty platform. Upon Client approval, additional support/professional services hours are available on a per hour basis at Company's current service rates as updated from time to time. Additional hours will be billed separately and Client will be notified in advance of the additional services and of any increase in the rates. Company may access data about the Client's usage of the Service in order to provide Standard Support.

Ownership Rights

Client acknowledges that Company owns all rights, title and interest in and to the Service, including without limitation all intellectual property rights, and such rights are protected by U.S. and international intellectual property laws. Client agrees not to copy, reproduce, alter, modify, or create derivative works from the Service. Other than the right to display and use the materials created by the Service for the Client, the Client claims no right in the Service or any improvements or updates in the Service. Company claims no intellectual property rights over the material Client provides to the Service except those necessary to process the materials as requested by the Client and to improve the Service from time to time.

Privacy and Data Protection

The parties acknowledge and agree that any personally identifiable information acquired in connection with the provision of the Service shall be considered proprietary information of the source from which such information was collected and all right, title and interest in the information is owned by such source.

Confidentiality

The parties agree to keep confidential all information marked Confidential by the other party or information that could reasonably be thought to be confidential and agree not to copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Confidential Information. The parties will not publicize details of their relationship without the other party's prior written approval. Company may disclose that Client is a customer.

Company shall have the right to use any non-confidential materials following their publication to promote Company's Service to third parties, including submitting such materials to industry award shows and posting them on Company's website.

Indemnification

Each party agrees to indemnify, defend and hold harmless the other from and against any and all liabilities, losses, claims, demands and actions arising out of any claim or suit brought against the indemnified party by a third party for intellectual property infringement or other losses, to the extent caused by the negligence or willful misconduct of the indemnifying party under these Terms.

Limitation of Liability

Neither party shall be liable to the other nor any other person for any indirect, consequential, incidental, punitive or special damages, including without limitation, lost profits incurred by that party as a result of the use or inability to use the Services, even if the incurring party has been advised of the possibility of such damages.

To the extent permitted by applicable law, neither party's liability to the other or any third party related to the Service in contract, tort or any other theory of liability, exceed the amounts paid or payable for the Service in the twelve (12) months prior to the event giving rise to the claim.

Disasters and Force Majeure

If Company is unable to provide the Service due to the occurrence of any disaster or force majeure event; Company's obligations under these Terms or any related Order are suspended for a reasonable amount of time necessary to recover from such disaster and/or force majeure event.

Term and Termination

The Service provided and any related Order will be automatically renewed for additional one-year periods unless one of the parties notifies the other of its intent not to renew at least forty-five (45) days in advance of the expiration of the term stated in the Order, or any renewal term. Either party may terminate an Order for cause by delivering a written termination notice to the other party if the other party materially breaches these Terms and (i) the breaching party has not remedied the breach within thirty (30) days after receipt of a written notice from the non-breaching party or (ii) if the breach is by its nature not susceptible to cure. The increase in prices for any automatic renewal period will be provided to the Client at least sixty (60) days prior to the expiration of such period.

Warranty Disclaimer

EXCEPT AS PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE SERVICE IS PROVIDED "AS IS".

CLIENT ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS ASSOCIATED WITH SUCH TRANSFERS.

Specific Terms and Conditions for Communication Center

COMMUNICATIONS CENTER is a separate service provided by Company, designed to operate in conjunction with Fielo's main Platform (PLT) package, and governed by specific terms and conditions as set below. **These terms are applicable only to Clients that utilize this Service and PREVAIL OVER THE TERMS OF THE AGREEMENT, ANNEX AND/OR ANY OTHER DOCUMENT EXECUTED BETWEEN PARTIES**, especially with respect responsibilities, indemnification and warranties. The terms of the Agreement and further documents executed between Parties shall be interpreted subsidiary.

Company is not liable for the content of the communication and Client shall be in compliance with law and good customs. With respect to this Service, without prejudice to the terms and conditions set below, in no event shall Company's aggregate liability to Client or any third party arising out of or related to this Service, whether in contract, tort or under any other theory of liability, exceed ten percent (10%) of the amounts actually paid to Company under this specific scope in the twelve (12) month period immediately preceding the event giving rise to such claim. In no event will Company have any liability to Client or any third party for any lost profits, economic advantage, revenues, goodwill, lost use, loss or inaccuracy of data or for any indirect, special, incidental, punitive, exemplary, business interruption or consequential damages, however caused and whether in contract, tort or under any other theory of liability, even if it has been advised of the possibility of such damages or if Client's remedy falls of its essential purpose.

All the commercial terms (such as Price and Term) shall be mutually agreed between Parties. In case the Client executes a contract with third party, even if related to any feature set herein, it shall not impact the Client's payments commit neither implies in additional Company's liability or obligation, except as otherwise expressly agreed by Parties (amendment). The Company is not responsible for, nor may it be penalized and/or impacted by, any non-compliance or damages arising from the Client's failure to comply with third party's terms and conditions and/or the relationship between the Client and any third party provider.

I- AI Feature

The use of the Artificial Intelligence is an optional feature that may be activated by a Client account administrator. The service will only be activated when the administrator clicks the activation button. If the button is not pressed, the AI service will not be activated. These terms are applicable if the Client opts to use these additional Feature. By electing to use the AI Feature, the Client acknowledges that it has read, understood, and agreed to be bound by the terms and conditions set herein.

1.1 Open AI terms

Client acknowledges and understands that the AI Features are provided by third-party providers. Currently, the Company offers, at Client's full risk, the intelligence technology developed and provided by OpenAI LLC ("OpenAI"). OpenAI Terms of Service govern the use of the AI Features, available at <https://openai.com/policies/terms-of-use> ("OpenAI Terms"). The Company will not be held liable if the third party revokes or changes the AI Features, affecting their performance or functionality, neither for any default or damage caused by AI Features.

1.2 Content

The output insights generated and returned by the AI Features ("Output") are based on the metadata processed on and through the Company's cloud model platform ("Input"); the Input and Output shall collectively be referred herein as the "Content". The Client is solely responsible for ensuring that the Content complies with applicable laws and the AI Terms. As between the Parties and to the extent permitted under applicable laws or the OpenAI Terms, the Client is the owner of the Input and is granted rights, title, and interests in the Output. The Content may be used for any legal and lawful purpose, including commercial purposes and publication, at the Client's own risk, who assumes full responsibility for the lawful use of the Content. It is recommended to add a disclosure that the Output was generated by AI tools prior to publication. Due to the nature of machine learning, Output may not be unique, and the AI Features may generate the same or similar Output for other users.

1.3 Accuracy

Company does not guarantee the accuracy of any Output generated by the AI Features. Given the probabilistic nature of machine learning and AI, the use of AI Features may sometimes result in incorrect Output that does not accurately reflect the intended action. The Client shall evaluate the accuracy of any Output and shall not rely on Company or third party provider to do so.

1.4 AI Third Party Providers

As the AI Features are provided by the third-party provider OpenAI, Client acknowledges and understands that any Input may, depending on the type of API, be used by OpenAI for model training and improvement. OpenAI grants opt-out rights available at <https://help.openai.com/en/articles/5722486-how-your-data-is-used-to-improve-model-performance>. The Inputs may be shared with and manually reviewed by a person, including by third-party contractors located around the world. Therefore, the Client shall not use or provide any information that is sensitive or that should not be viewed by others, including personal data. Company has no control over the use of the Input, thus, any use of such is at the Client's own risk and the Company does not represent, undertake or warrant to any security or control of the Input.

II- Third-party Messaging Services

2.1 Use and Disclaimer

The messaging services is out of Company's scope. The Client acknowledges that any messaging services are provided by independent third-party providers and the services is governed exclusively by the terms and conditions of those third-party providers. The Client is totally aware and agree to the terms and conditions set forth by these third-party providers at all times.

The Company makes no representations or warranties regarding the availability, functionality, or performance of any Third-Party Messaging Services. The Client acknowledges that the Company does not control and is not responsible for the actions or inactions of third-party providers. All Third-Party Messaging Services are provided on an "as-is" and "as-available" basis.

III - Limitation of Liability – Third Party Providers (AI Features and Messaging Services)

In addition to any disclaimers set forth in the Agreement, the AI Features and Messaging Services are provided on an "as is" and "as available" basis. The Company and the third-party provider make no representations or warranties of any kind, express or implied, including without limitation, accuracy of the results, availability, suitability, reliability, or content of any information provided through the AI Features or Messaging Services.

Company shall not be liable for any loss or damage arising from the use of the AI Features and Messaging Services, including any errors or omissions contained in the Content. The Client assumes all risks associated with the use of the AI Features and Messaging Service and the Company expressly disclaims any liability for direct, indirect, incidental, punitive, consequential, or special damages or losses, even if the Company has been advised of the possibility of such damages.

IV - General Provisions

4.1 Acceptable Terms of Use

Client represents and warrants that it will not, nor will it authorize anyone on its behalf, including an authorized user, to:

- (i) in case of the use of AI Features, mislead anyone into believing that the Content is human-generated;
- (ii) use the AI Features or send messages to generate content that expresses or promotes hate, harassment, or violence; exploits or harms children; encourages self-harm; presents illegal, sexual, political, harmful, false, deceiving or misleading information; misuses personal data; contains malware, unsolicited bulk content, ransomware, viruses, or other software;
- (iii) use the AI Features or send messages for activities which have a high risk of economic harm, including: adult content, adult industries, and dating apps; offering tailored financial advice without a review by a qualified person; provide health advice, political campaigning or lobbying;
- (iv) use the AI Features or send messages in a way that infringes or misappropriates or discloses any third-party rights;
- (v) reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of any Features (except to the extent such restrictions are contrary to applicable law);
- (vi) use the AI Features to develop foundation models or other large-scale models that compete with Company or OpenAI; and
- (vii) use any method to extract data from the AI Features, including web scraping, web harvesting, or web data extraction methods, other than as permitted through the Application Programming Interface ("API").

4.2 Updates to AI and Messaging Terms

Client agrees that the relevant third party service provider has the right to update or modify the AI and Messaging Terms at any time, without prior notice, to reflect changes in the Features provided or legal requirements. However, The Client is responsible for regularly reviewing these terms to ensure compliance with the third party providers.

4.3 No Control Over Third-party Providers

The Company does not have any control over the terms, policies, or actions of third-party providers. The Client acknowledges and agrees that the Company is not responsible for the services provided by these third parties or for any issues arising from the Client's use of those Features.

In the event of updates to the terms of use of any of the third-party providers, the Company is not obligated to notify the Client, who shall become aware of the updates and changes independently and on their own.

4.4. Indemnification

For avoidance of doubt, neither Company nor any of its affiliates, and their respective officers, directors, employees, and agents, will be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including damages for loss of profits, goodwill, use, or data or other losses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with the Client's use of the above mentioned Features (AI and Messaging Services) or the Client's violation of these terms or law, even if the Company has been advised of the possibility of such damages. The limitations in this section apply only to the maximum extent permitted by applicable law. With respect the third party providers set herein, Company shall be hold harmless from any costs, expenses, damages and losses.

V - Specific terms and conditions for storage optimisation feature - waiver of liability.

These Terms of Use apply exclusively to the **STORAGE OPTIMIZATION FEATURE** and govern the Customer's use of this specific feature/package. They do not replace or modify the general Terms of Service applicable to other Fielo products.

If you choose to enable the "Storage Optimization" feature (hereinafter referred to as the "Storage Feature"), you (hereinafter referred to as "the Customer") acknowledge that its use is entirely optional and voluntary, and you have read, understood, and agree to the following terms and conditions:

5.1. Description of the Feature:

The Storage Feature is designed to automatically manage and optimize the storage space associated utilized by Fielo ("Company") in your Salesforce ORG. This may involve, but is not limited to, the following actions:

- Identifying and removing duplicate records.
- Compressing records to reduce their size.
- Deleting records according to the periods defined in the feature settings

5.2. Customer Responsibility:

The Customer understands, is aware, agrees expressly acknowledges that:

- By enabling the Storage Feature, changes to stored data may occur, including but not limited to record modification, compression, or deletion.
- It is the Customer's sole and exclusive responsibility to ensure that all important data is independently backed up independently prior to enabling the Storage Feature.
- The Customer is solely and exclusively responsible for reviewing and configuring any settings or options related to the Storage Feature ensuring alignment with their desired storage management preferences.
- The effectiveness and results of the Storage Feature may vary depending on the nature and type of data being stored and the Customer assumes all related risks.

5.3. Limitation of Liability:

For avoidance of doubt, neither the Company nor any of its affiliates, and their respective officers, directors, employees, and agents, shall be liable for any direct, indirect, incidental, special, consequential, or exemplary damages — including, without limitation, damages for loss of profits, goodwill, use, data, or other intangible losses — arising from: (i) any loss or corruption of data resulting from the operation of the Storage Feature; (ii) any errors or unintended consequences caused by the Storage Feature's optimization processes; (iii) any unavailability of or disruption to data due to actions of the Storage Feature; or (iv) any failure of the Storage Feature to achieve the Customer's desired storage optimization results.

Such limitations apply to any loss arising out of or in any way connected with the Customer's use of the aforementioned Package or the Customer's violation of these terms or applicable law, even if the Company has been advised of the possibility of such damages. These limitations shall apply only to the maximum extent permitted by applicable law.

5.4. Assumption of Risk:

The Customer expressly acknowledges and agrees that the use of the Storage Feature is entirely at their own risk. The Customer assumes full responsibility for any consequences, including but not limited to losses, damages, or data issues, arising from the decision to enable and use the Storage Feature. All risks, including those related to data integrity, availability, or unintended effects, shall be borne solely by the Customer.

5.5. Indemnification:

The Customer agrees to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to the Customer's use of the Storage Feature or any breach of this Waiver.

5.6. Supplementary Nature and Applicability of General Terms

These Specific Terms apply exclusively to the use of the **STORAGE OPTIMIZATION FEATURE** and are intended to supplement the contractual terms in force. **These terms are applicable only to customers who utilize this package and PREVAIL OVER the terms of the agreement, annex and/or any other document executed between Parties**, especially with respect responsibilities, indemnification and warranties that are not applicable to this package. The terms of the agreement and any other documents executed between the Parties shall apply on a subsidiary basis to this Package.

In the event of any omission or lack of express regulation in these Specific Terms, the provisions of the agreement in force shall apply to the extent they do not conflict with or contradict the purpose of this document.