

Terms of Service

Last updated: August 21, 2025

These Terms of Service (“**Terms**”) govern your access to and use of Funnel’s websites, products, and services (collectively, the “**Service**”). By visiting our site, joining the waitlist, or using the Service, you agree to these Terms. If you do not agree, do not use the Service.

1. Who we are

“**Funnel**”, “**we**”, “**us**”, or “**our**” refers to Funnel.
Contact: dylan573215@gmail.com

2. The Service

Funnel combines daily social media research, global market segmentation, and a large B2B sales database to analyze communities and sentiment in real time, identify where interest in your product is highest, and surface relevant business contacts and opportunities.

Beta notice. Some or all features may be offered as a **beta**. Beta features are provided for evaluation, may be modified or discontinued at any time, and are offered “as is”.

3. Eligibility & Accounts

You must be at least 18 years old (or the age of majority where you live) and have the legal capacity to agree to these Terms. You are responsible for activity under your account and for keeping your credentials confidential.

4. Acceptable Use

You agree not to (and will not permit any third party to):

- violate any applicable law, industry guideline, or third-party terms (including social platform policies, anti-spam/telemarketing rules, and data-protection laws);
- scrape, harvest, or re-identify data in ways prohibited by law or by the originating platform;
- upload or transmit malware, interfere with the Service, or bypass technical or usage limits;
- use contacts provided by the Service for unsolicited or unlawful communications. You must comply with CAN-SPAM, GDPR/ePrivacy, UK PECR, CASL, and similar laws when conducting outreach.

We may suspend or terminate access for conduct that, in our reasonable judgment, violates this section.

5. Your Data & Content

“**Customer Content**” means data, text, files, or materials you submit (e.g., inputs, lists, preferences, feedback). You retain ownership of Customer Content. You grant us a non-exclusive, worldwide license to host, process, and display Customer Content solely to provide and improve the Service and as otherwise permitted by our [Privacy Policy](#).

We do not claim ownership of your trademarks or logos.

6. Third-Party Sources & Services

The Service may process public content from third-party platforms and information from licensed B2B data providers. Such content remains subject to the terms and policies of those sources. We do not control or guarantee third-party sites or services.

7. Feedback

If you provide suggestions, ideas, or feedback, you grant us a perpetual, irrevocable, royalty-free license to use it without restriction or compensation.

8. Intellectual Property

The Service (software, models, workflows, designs, documentation) is owned by Funnel or its licensors and is protected by IP laws. Except as expressly permitted, you may not copy, modify, create derivative works, reverse engineer, or distribute any part of the Service.

9. Plans, Trials, and Fees

During beta or waitlist phases, access may be free or limited. If paid plans are introduced, applicable fees and terms will be presented at checkout. Taxes may apply. Unless stated otherwise, fees are non-refundable.

10. Confidentiality

Each party may access the other’s non-public information and will protect it with reasonable safeguards and use it only for purposes of these Terms.

11. Privacy

Our processing of personal data is described in our [Privacy Policy](#), which is incorporated into these Terms.

12. Disclaimers

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY. INSIGHTS, SCORES, OR CONTACTS ARE INFORMATIONAL ONLY AND DO NOT GUARANTEE RESULTS.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, FUNNEL WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; LOST PROFITS; LOSS OF DATA; OR BUSINESS INTERRUPTION. OUR TOTAL LIABILITY UNDER THESE TERMS WILL NOT EXCEED THE GREATER OF (A) AMOUNTS YOU PAID FOR THE SERVICE IN THE 12 MONTHS BEFORE THE CLAIM OR (B) USD \$100.

Some jurisdictions do not allow certain limitations; in such cases, those limitations apply only to the extent permitted.

14. Indemnification

You will defend, indemnify, and hold harmless Funnel from claims, losses, and expenses (including reasonable attorneys’ fees) arising from your use of the Service, Customer Content, or violation of these Terms or applicable law.

15. Term & Termination

You may stop using the Service at any time. We may suspend or terminate access for cause (e.g., breach, legal or security risk) or upon reasonable notice where practicable. Sections intended to survive (e.g., §§5, 7–8, 10–14, 16–18) will survive termination.

16. Export & Sanctions

You represent that you are not located in, under the control of, or a national or resident of any embargoed country or listed prohibited party. You will comply with applicable export and sanctions laws.

17. Governing Law; Disputes

To the extent permitted by law, these Terms and any dispute or claim arising out of or relating to them will be governed by the laws applicable where you reside, and the courts of that place will have jurisdiction. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

18. Changes

We may update these Terms by posting a revised version with a new “Last updated” date. Material changes will be notified when required by law. Your continued use of the Service after changes constitutes acceptance.

19. Contact

Questions? dylan573215@gmail.com

Privacy Policy

Last updated: August 21, 2025

This Privacy Policy explains how Funnel (“**we**”, “**us**”, “**our**”) collects, uses, shares, and protects personal data when you visit our site, join our waitlist, or use our products and services (the “**Service**”). It also explains your choices and rights. If you do not agree with this Policy, please do not use the Service.

1. Controller & Contact

Funnel is the data controller for personal data processed under this Policy.
Contact: dylan573215@gmail.com

2. Scope

This Policy covers personal data we process:

- directly from you (e.g., name, email, company, role, messages);
- automatically via cookies and similar technologies;
- from third parties (e.g., public social media content, licensed B2B contact databases, analytics providers).

3. What we collect

Data you provide

- Identification and contact data (e.g., name, email, company, role) when you join the waitlist, book a meeting, or communicate with us.
- Content you submit (e.g., prompts, feedback, preferences).
- Customer support information.

Data collected automatically

- Device and usage data (e.g., IP address, device/browser type, pages viewed, timestamps, referring URLs).
- Cookie/similar data used for site operations, analytics, and remembering preferences. See **Cookies** (§10).

Data from third parties

- Publicly available content from social media platforms (subject to their terms and your settings).
- Licensed business contact data from reputable B2B providers (e.g., work email, role, employer), where permitted by law.
- Analytics and measurement data (aggregated or pseudonymized where possible).

4. How we use data

We process personal data to:

- provide, operate, and improve the Service (including research, quality, safety, and performance);
- create daily insights, scores, and market segmentation views;
- send administrative messages (e.g., waitlist confirmations, onboarding);
- personalize content and measure feature adoption;
- protect against fraud, abuse, and misuse;
- comply with legal obligations and enforce our Terms;
- (if you opt in) send marketing communications you can opt out of at any time.

We do **not** sell personal data in the traditional sense. Where “sale” or “targeted advertising” are defined by law (e.g., CCPA/CPRA), we honor your right to opt out where applicable.

5. Legal bases (EEA/UK)

Where GDPR/UK GDPR applies, our legal bases include:

- **Contract**: to provide the Service at your request.
- **Legitimate interests**: to secure, improve, and market the Service, and to process professional B2B contact data for lawful outreach, balanced against your rights.
- **Consent**: for cookies requiring consent and certain marketing.
- **Legal obligation**: to comply with applicable laws.

6. AI/automation explanation

The Service uses automated processing to analyze public conversations and B2B datasets to surface potential leads and market interest. Safeguards include source-level restrictions, rate limits, and compliance reviews. We do **not** use your Customer Content to train public models without your consent.

7. Sharing of data

We share personal data with:

- **Service providers** for hosting, analytics, communications, and security—bound by contractual obligations;
- **Data partners** supplying licensed B2B information (where permitted by law);
- **Professional advisors** under confidentiality;
- **Authorities** when required by law or to protect rights and safety;
- **Business transfers**: in a merger, acquisition, or asset sale, your data may be transferred with notice where required.

We do not allow providers to use your personal data for their independent marketing.

8. International transfers

When data is transferred internationally, we rely on appropriate safeguards (e.g., Standard Contractual Clauses and, where applicable, adequacy decisions) and implement supplementary measures where necessary.

9. Retention

We retain personal data for as long as needed for the purposes described, including:

- waitlist records: generally until launch or your deletion request;
 - account/support records: for the life of the account and a reasonable period thereafter;
 - logs/analytics: for short operational periods unless longer retention is required for security, legal, or audit purposes.
- We delete or anonymize data when no longer required.

10. Cookies & similar technologies

We use necessary cookies to operate the site and optional cookies (e.g., analytics). Where required, we request consent. You can manage cookies through your browser settings and, where provided, our cookie banner.

11. Your rights

Depending on your location, you may have rights to:

- access, correct, or delete personal data;
- object to or restrict certain processing;
- withdraw consent (without affecting prior lawful processing);
- data portability;
- opt out of marketing and, where applicable, targeted advertising or “sale” of personal data;
- lodge a complaint with a supervisory authority.

To exercise rights, contact dylan573215@gmail.com. We may need to verify your identity.

12. Marketing & communications

You can opt out of marketing emails at any time by using the unsubscribe link or contacting us. We may still send transactional or service-related messages.

13. Security

We implement reasonable technical and organizational measures to protect personal data. No method of transmission or storage is 100% secure.

14. Children

The Service is not directed to individuals under 18. We do not knowingly collect personal data from children.

15. Third-party links

Our site may link to third-party sites or services we do not control. Their privacy practices are governed by their own policies.

16. Changes

We may update this Policy from time to time. We will post the updated version with a new “Last updated” date and, where required, will seek consent or provide notice.

17. Contact

Questions or requests: [*dylan573215@gmail.com](mailto:dylan573215@gmail.com)