

# TERMS OF SERVICE

**EFFECTIVE DATE:** October 29, 2025

**LAST UPDATED:** October 29, 2025

THESE TERMS OF SERVICE (THE “**TERMS**”) GOVERN YOUR ACCESS TO AND USE OF THE SALESFINDERAI SOFTWARE, PRODUCTS, SERVICES, APIS, AND RELATED CONTENT PROVIDED BY SALESFINDERAI (OPERATING UNDER THE BRAND NAMES “AI SETTER” AND “SMARTLEADS”) (“**SALESFINDERAI**,” “**WE**,” “**US**,” OR “**OUR**”), OWNED AND OPERATED BY **YOUSSUF TAMER ELGHAZOU**LI (THE “**OWNER/FOUNDER**”). BY ACCESSING, INSTALLING, CONNECTING, USING, OR OTHERWISE INTERACTING WITH THE SALESFINDERAI SERVICE OR CONNECTING IT TO YOUR BUSINESS (INCLUDING BUT NOT LIMITED TO INSTAGRAM DIRECT MESSAGING OR EMAIL INTEGRATIONS), YOU (THE INDIVIDUAL OR ENTITY THAT CONNECTS OR USES THE SERVICE, “**YOU**” OR “**CUSTOMER**”) AGREE TO BE BOUND BY THESE TERMS AND BY OUR PRIVACY POLICY LOCATED AT <https://salesfinderai.com/privacy> (THE “**PRIVACY POLICY**”). IF YOU DO NOT AGREE, DO NOT CONNECT OR USE THE SERVICE.

**CONTACT:** salesfinderai@gmail.com | INSTAGRAM: @ghazoliy | WEBSITE: <https://salesfinderai.com>

## 1. ACCEPTANCE; APPLICATION

1.1 Acceptance. By using, connecting, or otherwise enabling SalesFinderAI (including any trial, demo, API, or production access), you confirm that you have read, understood, and agree to these Terms and the Privacy Policy. Connecting the Service to your business or accounts (Instagram, email, etc.) constitutes your explicit acceptance of these Terms.

1.2 Applicability. These Terms apply to anyone who uses the Service, connects it to a business account, or otherwise permits the Service to act on their behalf (collectively, “Users” or “Customers”).

## 2. LICENSE; OWNERSHIP; RESERVATION OF RIGHTS

2.1 License. Subject to your compliance with these Terms, SalesFinderAI grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Service solely

to operate your business communications as expressly permitted by your paid subscription or plan. This license does **not** confer any ownership rights in the Service.

2.2 No Transfer of Ownership. Use of the Service at any time does **not** confer any ownership, title, or intellectual property rights to you in SalesFinderAI, AI Setter, SmartLeads, SalesFinderAI code, systems, prompts, workflows, models, designs, documentation, or any other materials (collectively, “**SALESFINDERAI IP**”).

2.3 Reservation. All rights, title and interest in and to the Service and SalesFinderAI IP are and will remain the exclusive property of SalesFinderAI and/or its licensors. Any rights not expressly granted herein are reserved.

### **3. PROHIBITED USES; REVERSE ENGINEERING; COMPETITION**

3.1 Prohibited Conduct. You shall not, and shall not permit any third party to, directly or indirectly: (a) copy, reproduce, modify, alter, translate, or create derivative works of the Service or SalesFinderAI IP; (b) decompile, disassemble, reverse engineer, or attempt to discover the source code, algorithms, architecture, or underlying structure of the Service; (c) attempt to access, obtain or use any portion of the Service not expressly made available to you; (d) remove or obscure any proprietary notices; (e) circumvent usage controls or licensing restrictions; (f) use the Service to create a product that is substantially similar to SalesFinderAI, AI Setter, or SmartLeads; (g) distribute, resell, rent, lease, sublicense or commercialize the Service except as expressly permitted in writing by SalesFinderAI; or (h) attempt to probe, scan, penetrate, or test the vulnerability of any system or network, or to defeat any security or authentication measures.

3.2 Competitive Use Prohibited. You may not use the Service in any way that competes with SalesFinderAI or to develop, train, or otherwise create a competing product or service. Any such use is a material breach of these Terms.

3.3 Remedies. Unauthorized use, reverse engineering, copying, or competitive exploitation will constitute irreparable harm and entitle SalesFinderAI to injunctive relief, specific performance, and all other remedies available at law or equity, including recovery of attorneys’ fees and costs.

## **4. ACCOUNT CREATION; PASSWORDS; USER RESPONSIBILITIES**

4.1 Accounts. Some features require creating an account. You agree to: (a) provide accurate, current and complete information when creating an account; (b) maintain and promptly update that information; and (c) keep your account credentials secure and confidential.

4.2 Responsibility. You are solely responsible for all activity that occurs under your account, including any actions taken by Users to whom you grant access. You must notify SalesFinderAI immediately of any suspected unauthorized use.

4.3 No Access to Plaintext Passwords. SalesFinderAI does not have access to your account passwords in plaintext. We use reasonable measures (e.g., hashing) to secure credentials.

## **5. BILLING, FEES, AND REFUNDS**

5.1 Fees. Use of the Service is subject to applicable subscription fees or transaction fees as described on the Service sign-up or invoice. You authorize SalesFinderAI and its payment processors to charge the payment method you provide.

5.2 No Refunds for Past Use. ALL PAYMENTS MADE FOR TIME THE SERVICE WAS ACTIVELY USED OR FOR THE CURRENT BILLING PERIOD ARE NON-REFUNDABLE. IF YOU WISH TO STOP FUTURE BILLING, YOU MUST CANCEL YOUR SUBSCRIPTION OR STOP PAYMENT. CANCELLATION WILL PREVENT FUTURE CHARGES; IT DOES NOT ENTITLE YOU TO A REFUND FOR PRIOR PERIODS.

5.3 Taxes. You are responsible for all taxes associated with your use of the Service, other than taxes based on SalesFinderAI's net income.

5.4 Suspension for Non-Payment. SalesFinderAI may suspend or terminate access for unpaid accounts in accordance with these Terms.

## **6. DATA, PAYMENT PROCESSORS, AND THIRD-PARTY SERVICES**

6.1 Third-Party Processors. Payments and certain data processing are performed by third-party providers (e.g., Stripe, Paypal). Such providers have their own terms and privacy policies. SalesFinderAI is not responsible for such providers' practices.

6.2 Customer Data. You represent and warrant that you have the right to provide any data you supply to the Service and that such data does not infringe any third-party rights. You are responsible for compliance with platform rules (Meta/Instagram, Google), applicable law, and obtaining any required consents from leads or end users.

## **7. WARRANTIES; DISCLAIMERS; NO GUARANTEES**

7.1 NO WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT WARRANTY OF ANY KIND. SALESFINDERAI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

7.2 NO GUARANTEE OF RESULTS. SALESFINDERAI MAKES NO GUARANTEE THAT THE SERVICE WILL GENERATE LEADS, SALES, BOOKINGS, OR ANY SPECIFIC RESULTS. YOU AGREE THAT YOU ALONE ARE RESPONSIBLE FOR THE MANNER IN WHICH YOU USE THE SERVICE AND FOR ANY DECISIONS MADE BASED ON THE SERVICE.

## **8. LIMITATION OF LIABILITY**

8.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SALESFINDERAI OR ITS OWNER, EMPLOYEES, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 CAP ON LIABILITY. EXCEPT WHERE PROHIBITED BY LAW, SALESFINDERAI'S AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS SHALL NOT EXCEED THE AMOUNTS PAID BY YOU TO SALESFINDERAI IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

## **9. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless SalesFinderAI, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising from: (a) your violation of these Terms or the Privacy Policy; (b) your violation of any law or third-party right; (c) your data or the content you provide (including claims of false or misleading statements); or (d) your negligent or intentional misuse of the Service.

## **10. TERMINATION; SUSPENSION; REFUSAL OF SERVICE**

10.1 Termination by SalesFinderAI. SalesFinderAI may, in its sole discretion, suspend or terminate your access to the Service or any portion thereof, with or without cause and with or without notice, including if you breach these Terms or if SalesFinderAI believes your use is likely to cause harm to SalesFinderAI, other users, or third parties.

10.2 Termination by You. You may terminate your account at any time by following the procedures available in the Service. Termination will not relieve you of outstanding payment obligations.

10.3 Effect of Termination. Upon termination, all licenses granted to you will immediately cease. SalesFinderAI may retain certain data as necessary to comply with legal obligations, resolve disputes, and enforce these Terms.

10.4 Refusal of Service. SalesFinderAI reserves the right to refuse service to anyone for any reason, including for any violation of these Terms. Refusal of service does not entitle you to a refund for prior usage as described in Section 5.

## **11. CONFIDENTIALITY; PROPRIETARY INFORMATION**

11.1 Confidential Information. "Confidential Information" includes SalesFinderAI source code, internal documentation, models, prompts, algorithms, configurations, business plans, pricing, and any information labeled confidential. You shall not disclose, reproduce, or use Confidential Information except as necessary to use the Service under these Terms.

11.2 Non-Disclosure. You shall not (and shall not permit others to) reverse engineer, decompile, disassemble, copy, or otherwise attempt to discover or derive any portion of the Confidential Information or the Service.

11.3 Injunctive Relief. You acknowledge that a breach of this Section 11 may cause irreparable harm to SalesFinderAI, and that money damages would be inadequate. Accordingly, SalesFinderAI may seek injunctive relief in addition to other remedies.

## **12. COMPLIANCE & USER REPRESENTATIONS**

12.1 Representations. You represent and warrant that: (a) you have full power and authority to accept these Terms; (b) all information you provide to SalesFinderAI is true, accurate, current and complete; and (c) you will use the Service in compliance with all applicable laws and platform policies.

12.2 Platform Rules. You are responsible for complying with applicable third-party platform rules (including Meta/Instagram and Google) and for the consequences of any violation.

## **13. DISPUTE RESOLUTION; GOVERNING LAW; JURISDICTION**

13.1 Governing Law. These Terms shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, without regard to conflict of law principles.

13.2 Jurisdiction. You agree that any action to enforce these Terms will be brought exclusively in the courts located in the Province of British Columbia, Canada, and you consent to the personal jurisdiction of such courts.

## **14. MODIFICATION**

SalesFinderAI may modify these Terms at any time by posting updated terms at <https://salesfinderai.com/terms> and updating the “Last Updated” date. Continued use of the Service after modifications constitutes acceptance of the updated Terms. If material changes are made, SalesFinderAI will use reasonable efforts to notify customers.

## 15. ENTIRE AGREEMENT; SEVERABILITY

These Terms, the Privacy Policy, and any order form or subscription agreement between you and SalesFinderAI constitute the entire agreement between you and SalesFinderAI relating to the Service. If any provision is found unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary, and the remainder of these Terms will remain in full force and effect.

## 16. MISCELLANEOUS

16.1 Assignment. You may not assign or transfer these Terms or your rights hereunder without SalesFinderAI's prior written consent. SalesFinderAI may assign its rights and obligations at any time.

16.2 Notices. Notices to you may be provided via email, in-app message, or by posting on the Site. Notices to SalesFinderAI should be sent to **[salesfinderai@gmail.com](mailto:salesfinderai@gmail.com)**.

16.3 No Waiver. Failure by SalesFinderAI to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision.

## 17. ACKNOWLEDGMENT

BY CONNECTING OR USING THE SALESFINDERAI SERVICE (INCLUDING CONNECTING THE SERVICE TO YOUR INSTAGRAM ACCOUNT OR EMAIL), YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND THE PRIVACY POLICY. YOU ACKNOWLEDGE THAT SALESFINDERAI RETAINS ALL RIGHTS AND OWNERSHIP IN THE SERVICE AND SALESFINDERAI IP, AND THAT YOUR USE IS LIMITED BY THE LICENSE AND RESTRICTIONS CONTAINED HEREIN.