

# TERMS OF SERVICE AND LEGAL AGREEMENT

**Effective Date: May 1, 2025**

This **Terms of Service and Legal Agreement** ("**Agreement**") governs your access to and use of the Sales Finder Ai website, mobile and desktop applications, software, and related services (collectively, the "**Service**") provided by Sales Finder Ai, a corporation organized under the laws of the Province of British Columbia, Canada, with its principal office in Vancouver, British Columbia ("**Sales Finder Ai**," "we," "us," or "our"). By accessing or using the **Service**, including submitting any forms (e.g., the contact or download form) or checking the agreement checkbox within the app, you ("**Licensee**," "**Client**," or "you") agree to be bound by this **Agreement**, the **Privacy and Data Processing Agreement**, and the **Security Policy** (collectively, the "**Agreements**"). If you do not agree with any of these terms, you may not use the **Service**.

## 1. ELIGIBILITY

You must be at least 18 years old and capable of forming a binding contract to use the **Service**. By using the **Service**, you represent and warrant that you meet these requirements and have the authority to bind your organization (if applicable) to this **Agreement**.

## 2. GRANT OF LICENSE

**Sales Finder Ai** grants you a limited, non-exclusive, non-transferable, and revocable license to access and use the proprietary software known as SalesFinderAi (the "**Software**") for the purpose of business prospecting and sales-related operations, subject to the terms and conditions set forth herein.

## 3. RESTRICTIONS ON USE

You agree to the following conditions:

- a. **No Unauthorized Distribution or Sharing:** You shall not share, sublicense, rent, lease, resell, distribute, or copy the **Service** or its output without the express written permission of **Sales Finder Ai**.
- b. **No Reverse Engineering or Modification:** You shall not alter, adapt, translate, decompile, reverse engineer, disassemble, or create derivative works from the **Service**.
- c. **Confidentiality Obligations:** You agree to treat all **Service**-related information as strictly confidential and proprietary to **Sales Finder Ai**, and shall take reasonable efforts to protect such information.
- d. **Prohibited Conduct:** You agree not to:

- i. Use the **Service** for unlawful, fraudulent, or malicious purposes, including but not limited to hacking, phishing, or spamming.
- ii. Circumvent or bypass access controls, security measures, or usage limits.
- iii. Use the **Service** to harass, intimidate, or violate the rights of others (e.g., privacy or intellectual property rights).
- iv. Exceed search quotas or exploit technical loopholes to avoid payment obligations.
- v. Share access credentials or allow unauthorized third parties to use the **Service**.

#### 4. OWNERSHIP AND INTELLECTUAL PROPERTY

All content, software, trademarks, logos, trade secrets, patents, and other intellectual property associated with the **Service** (the "**Intellectual Property**") are the sole property of **Sales Finder Ai** or its licensors. You may not reproduce, modify, distribute, display, perform, publish, license, create derivative works from, or otherwise exploit the **Intellectual Property** without our prior written consent. Unauthorized use may result in legal action, including claims for damages and injunctive relief.

#### 5. FREE TRIAL AND SUBSCRIPTION TERMS

- a. **Trial Period:** You may access the **Service** on a 3-day free trial basis, during which a limited number of searches are permitted. No payment is required during the trial period.
- b. **Early Subscription Trigger:** If you attempt to exceed your search quota during the trial, you will receive an in-app prompt warning that you are about to initiate your subscription early. Upon clicking "OK," your subscription will immediately begin, and your payment method will be charged for the first billing cycle.
- c. **Subscription Commitment:** Unless canceled within the 3-day trial period, you will automatically be enrolled in a 12-month subscription at the rate of \$379 USD per month, charged monthly. This subscription includes 100,000 tokens per month.
- d. **Token-Based Usage Option:** You may choose to purchase token packages instead of a monthly subscription. The cost is \$758 USD per 100,000 tokens, which grants a set number of searches depending on usage complexity.
- e. **Cancellation Policy:** You may cancel within the 3-day trial period or up to 14 days from the trial start date and receive a full refund if no subscription was triggered by early usage. After this window, you are fully committed to the 12-month subscription and cannot cancel without penalty.

#### 6. CARD VERIFICATION

To verify the validity of a payment method, the app may charge a temporary authorization fee of up to \$1 USD. This fee will either be refunded or voided automatically and is not a final transaction charge.

## 7. USER RESPONSIBILITY FOR SCRAPED DATA

The **Service** enables the collection of personal data, such as names, email addresses, phone numbers, and other lead information, from third-party sources, including social media platforms and online websites ("**Scraped Data**"). You acknowledge and agree that:

- a. Scraping data from third-party platforms may violate their terms of service (e.g., Instagram, LinkedIn, Facebook, Reddit), anti-scraping laws (e.g., the Computer Fraud and Abuse Act in the U.S.), or privacy laws (e.g., PIPEDA, GDPR, CCPA).
- b. **Sales Finder Ai** does not guarantee the legality of scraping activities and is not liable for any legal consequences, including but not limited to lawsuits, fines, or account bans, arising from your use of **Scraped Data**.
- c. You are solely responsible for ensuring your use of **Scraped Data** complies with all applicable laws, regulations, and third-party terms of service, including obtaining all necessary consents, permissions, or legal bases for processing **Scraped Data**.
- d. Any violation of this section may result in immediate termination of your access to the **Service** and legal action by **Sales Finder Ai** to enforce its rights under the **Agreements**.

## 8. USER RESPONSIBILITY FOR PROVIDED INFORMATION

You are solely responsible for providing accurate, complete, and truthful information when using the **Service**, including but not limited to your name, email address, phone number, and any other data submitted through forms (e.g., the contact or download form). By submitting such information, you represent and warrant that it is correct and not fraudulent. Providing false, misleading, or incomplete information constitutes a breach of this **Agreement** and may be considered fraud under applicable laws, rendering you fully liable for any resulting damages, legal actions, or losses incurred by **Sales Finder Ai** or third parties. **Sales Finder Ai** is not liable for any consequences arising from your provision of inaccurate or fraudulent information.

## 9. NO LEGAL OR FINANCIAL ADVICE

The **Service** is designed for business prospecting and lead generation and does not provide legal, financial, or professional advice. You are solely responsible for ensuring compliance with all applicable laws, regulations, and industry standards in your jurisdiction when using the **Service**.

## 10. THIRD-PARTY CONTENT

The **Service** may include links to or data from third-party websites or services. **Sales Finder Ai** does not endorse, control, or assume responsibility for the accuracy, legality, or content of such third-party materials. Your interactions with third parties are at your own risk.

## 11. DISCLAIMER OF WARRANTIES

The **Service** is provided "as is" and "as available" without warranties of any kind, whether express or implied, regarding performance, fitness for a particular purpose, or uninterrupted availability. **Sales Finder Ai** disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, title, non-infringement, and uninterrupted availability. We do not guarantee the accuracy, reliability, or suitability of the **Service** or any data provided through it. You use the **Service** at your own risk.

## 12. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, **Sales Finder Ai** shall not be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to loss of profits, data, business opportunity, or goodwill, arising out of or in connection with your use of the **Service**, even if advised of the possibility of such damages. Our total liability under this **Agreement** shall not exceed the amounts paid by you to us in the twelve (12) months preceding the claim, regardless of the cause of action.

## 13. BREACH AND LEGAL ENFORCEMENT

a. **Breach Consequences:** If you cancel payment methods, attempt chargebacks, exceed search quotas fraudulently, or exploit technical loopholes beyond the 14-day cancellation period without prior approval, you are deemed to have breached this **Agreement**.

b. **Legal Remedies:** **Sales Finder Ai** reserves the full legal right to collect the remaining balance of the annual subscription (up to \$4,548 USD) and pursue legal remedies including but not limited to injunctive relief, collection procedures, and civil damages.

c. **Default Penalties:** Any attempt to bypass or evade these terms (e.g., through fraudulent chargebacks, unauthorized sharing, or cancellation after using tokens) grants **Sales Finder Ai** the right to immediately collect the remaining year's payment in full, plus any legal or administrative costs incurred.

## 14. TERMINATION

a. **Termination by Sales Finder Ai:** **Sales Finder Ai** may suspend or terminate your access to the **Service** immediately, with or without notice, if you breach this **Agreement** or any **Agreements**, engage in fraudulent activity, or fail to pay fees when due. Upon termination, your right to use the **Service** ceases, and you must cease all use of the **Intellectual Property**.

b. **Termination by You:** You may terminate this **Agreement** only within the first 14 days of the trial start date as per Section 5(e). Termination beyond this window does not exempt you from payment obligations for the full annual term.

## 15. INDEMNITY

You agree to indemnify, defend, and hold harmless **Sales Finder Ai**, its affiliates, directors, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable legal fees) arising out of or related to:

a. Your use of the **Service**, including but not limited to your handling, processing, or distribution of **Scraped Data**.

b. Your breach of this **Agreement**, the **Agreements**, or any applicable laws or third-party terms of service.

c. Any violation of the rights of a third party, including privacy rights, intellectual property rights, or contractual rights, resulting from your actions or use of **Scraped Data**.

d. Your provision of false, misleading, or fraudulent information, including but not limited to name, email, or phone number.

e. Unauthorized use of the **Service**.

**Sales Finder Ai** reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which case you will cooperate fully with **Sales Finder Ai**.

## 16. MONITORING AND ENFORCEMENT

**Sales Finder Ai** reserves the right to monitor your use of the **Service** to ensure compliance with this **Agreement**. We may suspend or terminate your access without notice if you violate this **Agreement**, and pursue legal remedies as outlined herein.

## 17. REPORTING VIOLATIONS

If you become aware of any violation of this **Agreement**, please report it to [salesfinderai@gmail.com](mailto:salesfinderai@gmail.com).

## 18. JURISDICTION-SPECIFIC COMPLIANCE

While the **Service** is designed to comply with the laws of Canada (PIPEDA) and the United States, international use may require additional compliance with local laws (e.g., GDPR in the European Union). You are responsible for ensuring your use complies with applicable laws in your jurisdiction, including laws governing scraping and personal data collection.

## 19. GOVERNING LAW AND JURISDICTION

This **Agreement** shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada. Any disputes arising out of or relating to this **Agreement** shall be exclusively resolved in the courts of Vancouver, British Columbia, and you consent to the personal jurisdiction of such courts.

## 20. CHANGES TO THIS AGREEMENT

**Sales Finder Ai** reserves the right to modify this **Agreement** at any time. Updated terms will be posted on our website with a revised Effective Date. Your continued use of the **Service** after such changes constitutes acceptance of the modified terms.

## 21. MISCELLANEOUS

- a. **Entire Agreement:** This document, along with the **Privacy and Data Processing Agreement** and **Security Policy**, constitutes the entire agreement between the parties.
- b. **Amendments:** All amendments must be in writing and signed by both parties.
- c. **Severability:** If any provision is held invalid, the remainder shall continue in effect.
- d. **Assignment:** You may not assign your rights or obligations without prior written consent.
- e. **Force Majeure:** **Sales Finder Ai** shall not be liable for delays due to events beyond its reasonable control.

## 22. CONTACT INFORMATION

For questions about this **Agreement**, please contact us at:

Email: [salesfinderaigmail.com](mailto:salesfinderaigmail.com)

Address: Sales Finder Ai, Vancouver, British Columbia, Canada

By using the **Service**, including submitting any forms or checking the agreement checkbox within the app, you acknowledge that you have read, understood, and agreed to be bound by this **Agreement** and all referenced **Agreements**.