Terms of Service – Fylux Digital Solutions

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1. Who we are and what these terms cover

Fylux Digital Solutions ("**Fylux**", "**we**") designs, builds and maintains artificial intelligence assistants for small and medium-sized businesses (phone, WhatsApp, email and website), websites, and automations for repetitive processes. The full identification of the legal entity providing the services (company name, tax number and registered office) is stated in every proposal, contract and invoice.

These Terms of Service ("**Terms**") govern the relationship between Fylux and any individual or legal entity that engages our services ("**Client**"), as well as the use of the fyluxds.com website, the client area (clients.fyluxds.com) and the booking pages provided by Fylux.

By accepting a proposal, signing a contract, making a payment or using the client area, the Client confirms that they have read and accept these Terms. Anyone contracting on behalf of a company confirms that they have authority to bind it.

2. Contract documents

The contractual relationship consists of the following documents, which are read together:

1. The accepted **proposal** or quote (including any technical annexes and schedule);
2. The **Fylux Plan Terms**, where the Client subscribes to that plan;
3. These **Terms of Service**;
4. The **Usage Guidelines**;
5. The **Data Processing Agreement**, whenever Fylux processes personal data on behalf of the Client;
6. The **Privacy Policy**, for data that Fylux processes as controller.

In the event of a conflict, the document listed first prevails. The Client's own general terms (for example, purchasing terms) apply only if Fylux accepts them in writing.

The Portuguese version of these Terms is the reference version. This English version is provided for convenience; in the event of any discrepancy, the Portuguese version prevails.

3. Definitions

Term	Meaning
Assistant	An AI system configured by Fylux to answer, book, triage or route contacts on behalf of the Client, by phone, WhatsApp, email, chat or form.
Setup	The initial work of analysis, configuration, integration, testing and go-live of an Assistant, website or automation.
Monthly fee	The recurring amount covering operation, maintenance, included adjustments and the monthly report.

Term	Meaning
End customer	A person who contacts the Client and is served by the Assistant (for example, someone calling to book an appointment).
Integrations	Connections to tools the Client already uses: calendar, email, WhatsApp Business, invoicing software, CRM and others.
Deliverables	Everything Fylux produces for the Client under a proposal: configurations, scripts, knowledge bases, code, design and documentation.
Third-party providers	Companies whose services Fylux uses to deliver the service (hosting, telephony, AI models, messaging, payments).

4. How a project works

4.1 Initial call and proposal

Projects start with a free, no-commitment call of about 20 minutes to understand how the business works and where time is lost. If it makes sense to proceed, we send a written proposal with the scope, the channels included, the integrations, the schedule and the price of the setup and the monthly fee.

Prices are on request because each system is built around the business: services, opening hours, booking rules, contact volumes and tools vary from one business to another. Unless stated otherwise, proposals are valid for 30 days.

4.2 Acceptance

A proposal is accepted when the Client confirms it in writing (including by email or in the client area) or pays the first instalment. Acceptance creates a binding commitment for both parties.

4.3 Setup, testing and sign-off

During setup, Fylux gathers the information it needs (services, prices the Client wants to share, frequently asked questions, calendar rules), configures the Assistant and connects it to the Client's tools. Before any end customer speaks to the Assistant, the Client can test it and request adjustments.

Go-live takes place once the Client signs off. If the Client does not respond to a sign-off request within 10 business days and does not report specific issues, the deliverable is deemed accepted.

4.4 Changes to scope

Requests not included in the proposal (new channels, new integrations, structural changes) are quoted separately and may affect the schedule. Small adjustments to behaviour, wording and answers are included in the monthly fee as described in the proposal or in the Fylux Plan Terms.

5. Client obligations

The success of the project depends on the Client's cooperation. The Client agrees to:

- Provide accurate, complete and up-to-date information about the business (services, prices it wishes to share, opening hours, cancellation policies) and tell Fylux when it changes;

- Grant access to the tools to be integrated and keep the relevant accounts, licences and payments current (for example, WhatsApp Business account, calendar, domain);
- Review and approve deliverables within the agreed time frames;
- Ensure it has a lawful basis for the personal data it gives us and for the way the Assistant will contact or serve end customers;
- Inform end customers, where required by law, that they are speaking to an automated system and, where applicable, that calls are recorded (Fylux prepares these notices by default);
- Not use the services for unlawful purposes or in breach of the Usage Guidelines;
- Appoint a contact person with decision-making authority for the project.

Delays caused by the Client's lack of cooperation extend Fylux's deadlines by the same period and do not suspend agreed payments.

6. Fylux obligations

Fylux agrees to:

- Provide the services with diligence and technical competence, in line with industry good practice;
- Meet the scope and schedule of the proposal, giving advance notice of any risk of delay;
- Test the Assistants before go-live and fix any errors identified;
- Keep the Assistants running while the monthly fee is in force, with monitoring and maintenance;
- Protect the confidentiality and security of the Client's data, under the Data Processing Agreement;
- Send a monthly summary of the Assistant's activity (calls answered, messages replied to, bookings created and contacts passed to the Client), where included in the service.

7. Nature of AI assistants

The Assistants use language and speech-recognition models from third-party providers. These systems are probabilistic: even when well configured, they may occasionally misunderstand a request, give an incomplete or incorrect answer, or fail on unusual requests.

To reduce this risk, Fylux:

- Limits the Assistant to information approved by the Client and defines what it must not answer;
- Sets up routing rules to the Client whenever the Assistant does not know the answer or the request needs a human;
- Keeps logs that make it possible to review conversations and improve answers;
- Identifies the Assistant as an automated system, in line with Regulation (EU) 2024/1689 (the Artificial Intelligence Act).

The Client acknowledges that the Assistant is a support tool and does not replace professional advice. It must not be configured to give medical, legal, financial or other advice that requires professional qualifications, nor to make decisions with legal effects on people without human involvement.

8. Prices, invoicing and payment

8.1 Prices

Prices are set out in the proposal and are subject to VAT at the applicable statutory rate. Unless expressly stated, they do not include third-party costs invoiced directly to the Client (for example, phone number, call traffic above the included volume, business-initiated WhatsApp messages, the Client's domain or software licences). The proposal states clearly what is included.

8.2 Payment model

Unless otherwise agreed in the proposal:

- **Setup**: 50% on acceptance and 50% at go-live;
- **Monthly fee**: invoiced at the start of each month, from the month of go-live;
- **Additional work**: invoiced on completion or according to its own quote.

Invoices must be paid within the stated term, which unless agreed in writing will not exceed 5 days from issue. Payments can be made by bank transfer, direct debit or card, using the methods shown on the invoice or in the client area.

8.3 Late payment

If payment is more than 5 days late, Fylux may, after notice by email, suspend the services and access to the client area until payment is made. Suspension does not affect payment obligations. Late-payment interest may be charged on overdue amounts at the statutory rate for commercial transactions, together with compensation for recovery costs under Decree-Law no. 62/2013.

Unfounded chargebacks constitute a breach and may lead to immediate termination of the service.

8.4 Price changes

Fylux may update the monthly fee once a year, with at least 30 days' notice. If the Client does not agree, it may cancel the monthly fee without penalty before the new amount takes effect.

9. Availability, maintenance and support

Fylux aims to keep the Assistants available 24 hours a day, 7 days a week, but operation also depends on third-party providers (telecom operators, Meta/WhatsApp, AI and hosting providers). We do not guarantee uninterrupted or error-free operation.

We may carry out scheduled maintenance, preferably outside the Client's business hours and with advance notice whenever it has a visible impact. Urgent security work may be carried out without notice.

Support is provided by email and through the client area on business days, from 09:00 to 18:00 (Lisbon time). Specific service levels are set out in the proposal or in the Fylux Plan Terms.

10. Third-party providers

Fylux relies on leading third-party providers to deliver the services. When a provider unilaterally changes its terms, prices or features, or discontinues a service, Fylux informs the Client and proposes an equivalent alternative. Fylux is not liable for failures caused solely by those providers, but will follow

up on the resolution and minimise the impact.

Accounts held in the Client's name (for example, WhatsApp Business, Google Workspace, domain) are subject to the terms of the relevant provider, which the Client accepts directly.

11. Intellectual property

11.1 What belongs to Fylux

Fylux retains all rights to its tools, code, libraries, configuration templates, base scripts, methods, know-how and pre-existing or generically developed materials, as well as to the Fylux brand. While the service is active, the Client has a non-exclusive, non-transferable licence to use them within the scope of the service.

11.2 What belongs to the Client

The Client retains ownership of its data, content, brands and business information. Deliverables developed specifically for the Client (for example, the design and content of a custom website, its own texts and knowledge bases) become the Client's property once the related setup has been paid in full.

11.3 Portfolio

Unless the Client objects in writing, Fylux may mention the Client's name and logo as a commercial reference and describe the work in general terms, without disclosing confidential information.

12. Personal data

When the Assistant serves the Client's end customers, Fylux processes that data **on behalf of the Client**, which is the controller; Fylux acts as processor. The rules for that processing are set out in the Data Processing Agreement, which forms an integral part of the contract.

Data that Fylux processes to manage its relationship with the Client (contacts, invoicing, use of the client area) is processed under the Privacy Policy.

13. Confidentiality

Each party will keep confidential all non-public information of the other to which it has access, including customer data, prices, trade secrets, source code, strategies and credentials, and will use it only to perform the contract. This obligation continues for 5 years after the relationship ends (and indefinitely for credentials and personal data).

Information is not confidential if it was already public, was already lawfully known to the receiving party, or must be disclosed by law or by an authority, in which case the other party must be notified where the law allows.

14. Warranty and error correction

Fylux warrants that the deliverables substantially match the description in the proposal. If the Client identifies a non-conformity, it must report it in writing; Fylux will correct it at no extra cost within a reasonable time. While the monthly fee is in force, correction of Assistant errors is included.

The warranty does not cover issues caused by changes made by the Client or third parties without Fylux's agreement, by incorrect information supplied by the Client, or by failures of tools and providers outside Fylux's control.

15. Limitation of liability

To the fullest extent permitted by law:

- Fylux is not liable for indirect or consequential damages, including loss of profit, loss of customers, loss of opportunity or reputational damage;
- Fylux's total liability for each event or series of related events is limited to the amount paid by the Client in the 3 months before the event giving rise to the claim;
- Fylux is not liable for Assistant answers resulting from incorrect or outdated information supplied by the Client.

These limitations do not apply in cases of wilful misconduct or gross negligence, death or personal injury, or where the law prohibits them, in particular in contracts with consumers.

16. Term, cancellation and termination

16.1 Term

Setup ends at go-live. The monthly fee runs for automatically renewing monthly periods, unless a minimum term is stated in the proposal.

16.2 Cancellation by the Client

The Client may cancel the monthly fee at any time, by email to hello@fyluxds.com or through the client area, with 30 days' notice. Amounts already invoiced are not refunded unless Fylux is in breach. Annually paid plans follow the rules of the Fylux Plan Terms.

16.3 Termination for breach

Either party may terminate the contract in writing if the other commits a serious breach and fails to remedy it within 15 days of notice. Fylux may also terminate the service immediately in the event of unlawful use or a serious security risk, under the Usage Guidelines.

16.4 What happens at the end

At the end of the contract, Fylux will:

- Switch off the Assistants and integrations on the agreed date, notifying the Client so that numbers and channels can be redirected;
- On request made within 30 days of termination, provide the Client with an export of its data in a structured format (for example, CSV or JSON);
- Remove access to the Client's accounts and delete credentials within 7 days;
- Delete personal data processed on behalf of the Client within the periods set out in the Data Processing Agreement, unless retention is required by law.

Clauses on outstanding payments, intellectual property, confidentiality, limitation of liability and governing law survive termination.

17. Consumer clients

Fylux's services are intended mainly for businesses and professionals. If the Client is a consumer, mandatory consumer-protection rules also apply and prevail over these Terms, including, for distance contracts, the right of withdrawal within 14 days (Decree-Law no. 24/2014). If the consumer expressly asks for setup to start within that period, they pay for the part of the service already provided if they later withdraw.

In the event of a consumer dispute, the consumer may use an alternative dispute resolution body, such as the Lisbon Consumer Arbitration Centre (www.centroarbitragemlisboa.pt); the full list is available at www.consumidor.gov.pt. Fylux provides the Electronic Complaints Book at www.livroreclamacoes.pt.

18. Force majeure

Neither party is liable for failures caused by events beyond its reasonable control, such as natural disasters, pandemics, wars, large-scale cyberattacks, general power or telecommunications failures, or decisions by authorities. The affected party will notify the other as soon as possible. If the situation lasts more than 30 days, either party may terminate the contract without penalty.

19. Notices

Notices relating to the contract are given by email to the addresses stated in the proposal or, in the case of Fylux, to hello@fyluxds.com, or through the client area. They are deemed received on the business day following sending.

20. Changes to these Terms

Fylux may update these Terms to reflect legal, technical or service changes. Material changes are notified to active Clients by email at least 15 days in advance. If the Client does not agree, it may cancel the monthly fee without penalty before the changes take effect. The current version is always available at fyluxds.com.

21. General provisions

- **Assignment**: the Client may not assign its contractual position without Fylux's written consent. Fylux may assign it to a group company or to a buyer of the business, notifying the Client.
- **Subcontracting**: Fylux may use subcontractors and remains responsible to the Client for the work performed.
- **Severability**: if any clause is held invalid, the others remain in force and the invalid clause is replaced by the valid solution closest to the parties' intention.
- **No waiver**: a party's failure to enforce a clause does not waive that right.
- **Entire agreement**: the contract, as described in clause 2, supersedes any prior agreements on the same subject.

22. Governing law and jurisdiction

These Terms are governed by Portuguese law. The parties will first seek an amicable solution to any dispute. Failing agreement, the courts of the District of Lisbon have jurisdiction, without prejudice to mandatory jurisdiction rules applicable to consumers.

23. Contact

For any question about these Terms: hello@fyluxds.com. The full identification of the service provider is stated in the proposal and on invoices.