Fylux Plan Terms – Fylux Digital Solutions

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1. Scope

These Fylux Plan Terms ("**Plan Terms**") apply to clients who subscribe to the Fylux Plan ("**Subscriber**") with Fylux Digital Solutions ("**Fylux**"). They supplement the Terms of Service, the Usage Guidelines and the Data Processing Agreement, which apply to anything not covered here. In the event of a conflict, the accepted proposal prevails, followed by these Plan Terms and then the Terms of Service.

This version replaces the previous Fylux Plan terms. Subscribers on previous terms keep them until the end of the current period, unless they agree to migrate.

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

2. What the Fylux Plan is

The Fylux Plan is a subscription that brings together, in a single connected system:

- **Website**: design, development and maintenance of a fast, mobile-first website, with the website assistant included;
- **Phone assistant**: answers calls, responds to questions, books into the calendar and transfers the call to the Subscriber when needed;
- **WhatsApp assistant**: replies to messages at any time and moves customers on to a booking or a purchase;
- **Email assistant**: organises the inbox, answers repeated questions and highlights what needs attention;
- **Website assistant**: replies to website visitors and to the contact form;
- **Single calendar**: bookings made on any channel appear in the same calendar.

The details of each component (number of lines, included volume, integrations, website pages) are set out in the proposal.

3. Price and invoicing

3.1 Price on request

The Fylux Plan has no list price. Every business has different services, opening hours, volumes and tools, and the plan is built around each one. The price is fixed in the proposal, after the initial call, and does not change during the contracted period except under section 3.4.

3.2 Price components

- **Setup**: a one-off amount covering analysis, configuration, the website, integrations, testing and go-live. Unless otherwise agreed, it is paid 50% on acceptance and 50% at go-live;

- **Monthly** or **annual fee**: a recurring amount covering operation and ongoing support (section 4). The monthly fee is invoiced at the start of each month; the annual fee is paid in full at the start of each subscription year, with the discount stated in the proposal.

All amounts are subject to VAT at the applicable statutory rate. Invoices must be paid within 5 days of issue.

3.3 Variable costs

The proposal states the included volume (for example, call minutes and WhatsApp conversations per month). If the volume is consistently exceeded, Fylux notifies the Subscriber and proposes a plan adjustment before charging anything extra. Third-party costs in the Subscriber's name (own domain, licences for its tools, WhatsApp marketing messages) are not included unless stated in the proposal.

3.4 Price changes

Fylux may update the monthly fee once a year, with 30 days' notice. The annual fee can only be updated on renewal. If the Subscriber does not agree, it may cancel without penalty before the new amount takes effect.

3.5 Non-payment

After 5 days' delay and notice by email, Fylux may suspend the assistants and access to the client area until payment is made. Before switching off the phone assistant, Fylux forwards calls to the number given by the Subscriber, so that no customer is left without an answer.

4. What the monthly fee includes

- **Operation** of the assistants and the website, including hosting and the third-party services needed within the included volume;
- **Maintenance**: security updates, bug fixes and adaptation to provider changes (for example, changes to WhatsApp rules);
- **Monitoring** around the clock, with automatic alerts;
- **Day-to-day adjustments**: changes to answers, services, opening hours, prices the Subscriber shares and booking rules, within a reasonable limit set out in the proposal;
- **Small website changes**: text, images, opening hours and content, within the same limit;
- **Monthly summary** of calls answered, messages replied to, bookings created and contacts passed to the Subscriber;
- **Quarterly review**, on request, to look at results and suggest improvements;
- **Support** under section 5.

5. Support and service levels

Area	Commitment
Channels	Email (hello@fyluxds.com) and client area
Hours	Business days, 09:00 to 18:00, Lisbon time

Area	Commitment
First response	Within 1 business day
Critical failure (a channel has stopped working)	Work starts within 4 business hours; outside business hours, subject to availability, unless an enhanced level is contracted
Significant issue (working with errors)	Work starts within 1 business day
Adjustment request	Normally completed within 3 business days
Target availability of the assistants	99.5% per month, excluding scheduled maintenance and third-party provider failures

Time frames run from receipt of a request with sufficient information. In the event of a critical failure, Fylux activates a fallback wherever possible (for example, forwarding calls to the Subscriber) while it resolves the problem.

If monthly availability falls below target for reasons attributable to Fylux, the Subscriber may request a credit on the next invoice, proportional to the downtime, up to 25% of that month's fee. The credit is the sole remedy for that failure, except in cases of wilful misconduct or gross negligence.

6. What is not included

- New channels, new integrations or features not included in the proposal;
- Website redesign or structural changes (quoted separately);
- Volumes above the included amount (section 3.3);
- Issues caused by changes made by the Subscriber or third parties without Fylux's agreement, or by incorrect information supplied by the Subscriber;
- Failures of the Subscriber's tools that are not managed by Fylux;
- Production of extensive content (photography, video, writing many new pages), unless stated in the proposal.

Out-of-scope work is quoted before it starts.

7. Subscriber obligations

- Keep business information up to date and tell Fylux about changes (services, opening hours, prices, staff);
- Keep the required accounts in its name active (for example, WhatsApp Business, calendar, domain);
- Review the monthly summary and report incorrect assistant answers;
- Comply with the Usage Guidelines and the rules of channel providers (for example, WhatsApp messaging policies).

8. Term and minimum period

The Fylux Plan starts on the go-live date. Unless a minimum term is stated in the proposal, the monthly fee renews automatically every month and the annual fee every year. If the proposal sets a minimum term, it exists to recover the setup cost; in the event of early cancellation, the proposal states the amount due.

9. Cancellation

- **How**: by email to hello@fyluxds.com or through the client area;
- **Notice**: 30 days. The service continues and is invoiced until the end of that period;
- **Annual fees**: there is no pro-rata refund for cancellation before the end of the paid year; the service continues until the end of the paid period;
- **Confirmation**: Fylux confirms the cancellation and end date in writing.

10. Exit and portability

At the end of the plan, Fylux will:

- Agree with the Subscriber the date to switch off each channel and forward the phone number wherever it indicates;
- On request made within 30 days of the end, provide an export of the data (contacts, booking history, website content) in a structured format;
- Hand over the files of the custom-built website, if the setup has been paid in full, or transfer the domain if it is in the Subscriber's name;
- Remove all access to the Subscriber's accounts and delete credentials within 7 days;
- Delete the remaining data within the periods set out in the Data Processing Agreement.

Fylux's tools, base configurations and methods remain Fylux's property and are not handed over.

11. Access and data

To provide the service, Fylux needs administrative access to some of the Subscriber's tools. These credentials are stored in an encrypted vault, used only for the service and removed at the end. Processing of the Subscriber's customers' data follows the Data Processing Agreement.

12. Changes to these Plan Terms

Fylux may update these Plan Terms. Subscribers are notified by email of material changes at least 15 days in advance and may cancel without penalty before they take effect if they do not agree.

13. Contact

Questions about the Fylux Plan: hello@fyluxds.com.