

## Terms of Service

### 1. INTRODUCTION

- 1.1. This Agreement sets out the general terms and conditions under which Gustave Connect agrees to provide, and Customer and End User agree to receive and use, the Services. By accessing or using the Services, Customer and End User acknowledge that they have read, understand, and agree to be bound by this Agreement, Gustave Connect's Privacy Policy is hereby incorporated into and made a part of this Agreement. Those who do not agree with the terms of this Agreement should not access or use the Services.
- 1.2. The individual agreeing to this Agreement represents to Gustave Connect that they have the authority to bind Customer and any Affiliates to this Agreement.

### 2. ABOUT US

- 2.1. We are Gustave Connect, Schiemond 20, 3024EE, Rotterdam, NL ("Gustave Connect", "we", "us", "our").
- 2.2. We operate [www.connect.gustave.io](http://www.connect.gustave.io) (our "website") and Gustave Connect our Software as a Service solution (our "SaaS") and both collectively are our "Services".
- 2.3. To contact us, please use [info@gustave.io](mailto:info@gustave.io).
- 2.4. These Terms were last updated on Saturday, 26th of April, 2025, and are the current and valid version.
- 2.5. The Gustave Connect and Gustave Connect logo as well as related emblems and images are copyright of Gustave Connect. All rights reserved © 2024.

### 3. DEFINITIONS

- 3.1. "Confidential Information" means all information provided or made available by the Disclosing Party to the Receiving Party in connection with this Agreement that is either identified as, or should reasonably be understood by the Receiving Party to be, proprietary or confidential, including, but not limited to, non-public information regarding features, functionality and performance of the Services, the terms of this Agreement, Customer Data, business plans, product plans, roadmaps, strategies, forecasts, projects and analyses, the results of any audit related to the Services (including but not limited to security audits), financial information and fee structures, business processes, methods and models, and technical Documentation, but does not include any information that the Receiving Party can demonstrate (i) was generally available to the public at the time of disclosure; (ii) was in its possession or known by it without restriction prior to receipt from the Disclosing Party; (iii) was rightfully disclosed to it without restriction by a third party; or (iv) was independently developed without the use of any Confidential Information of the Disclosing Party.
- 3.2. "Customer" means the individual or entity represented by the individual(s) entering into this Agreement with Gustave Connect and includes Customer's Affiliates.
- 3.3. "Customer Data" means information submitted to or created in the Services by Customer or End User in connection with Customer or End User's use of the Services. Customer Data does not include Usage Data, information about Gustave Connect's business contacts within Customer's organization, information about Account holders Processed for the Purpose of administering or operating such accounts or Gustave Connect's marketing activities.
- 3.4. "Customer Parties" means Customer and its Affiliates, subsidiaries, officers.
- 3.5. "End User" means an individual accessing the Services through permissions granted in a Customer Account.
- 3.6. "Fees" means amounts due and payable to Gustave Connect by Customer as compensation for Customer's use of the Services, including Subscription Charges and fees for Services.
- 3.7. "Gustave Connect Parties" means Gustave Connect and its Affiliates, subsidiaries, officers, employees and agents.
- 3.8. " " means the written instrument signed by both Parties to this Agreement which specifies the Fees associated with Customer's use of the Services as well the Subscription Term.

## Terms of Service

- 3.9. “Services” means the software-as-a-service application and technical support services owned or operated by Gustave Connect and excludes Third Party Services.
- 3.10. “Subscription Charges” means amounts due and payable to Gustave Connect by Customer under this Agreement as compensation for Customer’s use of the Services.
- 3.11. “Subscription Plan” means the packaged Service plan(s) and the functionality and Services associated therewith (as detailed on Gustave Connect’s website and in Documentation applicable to the Service).
- 3.12. “Subscription Term” means the time period during which Gustave Connect shall agree to provide and Customer shall agree to purchase the Services as specified in an Order Form or as agreed to by Customer upon signing up through Gustave Connect’s websites or Customer Settings.
- 3.13. “Taxes” means all taxes, levies, duties or similar assessments of any nature, including but not limited to, value-added, sales, use or withholding taxes, assessable by any jurisdiction.
- 3.14. “Third Party Services” means the various third party applications and services which Gustave Connect makes available for use in connection with the Services.

### 4. USE AND ACCESS TO THE SERVICES

- 4.1. Accessing the Services. Access to the Services may be procured via an Order Form entered into by and between Customer and Gustave Connect, or Customer may procure the Services through Gustave Connect.
- 4.2. Customer is responsible for the conduct of its End Users and for ensuring that End Users abide by the terms of this Agreement at all times in connection with their use of the Services. It is Customer’s responsibility to (i) inform End Users of any relevant Gustave Connect policies, practices and settings that Customer elects to enforce related to its End Users’ use of the Services; (ii) give all notices to, and obtain any rights, permissions or consents from its End Users that are necessary for Customer’s lawful use of the Services and the Processing of Customer Data by or on behalf of Gustave Connect in connection with Customer’s use of the Services; and (iii) respond to and resolve any dispute between Customer and an End User related to or based on Customer Data and/or Customer’s Processing of that Customer Data in connection with Customer’s use of the Services.
- 4.3. In addition to complying with the other terms set forth in this Agreement, Customer and End User agree to (i) use the Services in compliance with all applicable laws and regulations; and (ii) comply with these Terms.
- 4.4. Customer shall be responsible for obtaining, maintaining and securing any Equipment used to access the Services.
- 4.5. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Gustave Connect or by third party providers, or because of other causes beyond Gustave Connect’s reasonable control, but Gustave Connect shall use reasonable efforts to provide advance written notice of any scheduled service disruption.

### 5. CONFIDENTIALITY

Each Party agrees (i) to protect the confidentiality of Confidential Information using at least the same degree of care and discretion as it uses with its own Confidential Information, but in no event less than a reasonable degree of care; and (ii) not to disclose (except in performance of the Services or as otherwise permitted by this Agreement) to any third person any such Confidential Information without the express prior written consent of the Disclosing Party. Either Party may disclose Confidential Information to its Representatives on a strict need-to-know basis and only to those who are obligated to maintain the confidentiality of such Confidential Information under terms that are at least as protective as the terms set forth herein.

### 6. DATA PROTECTION, USAGE AND FEEDBACK

- 6.1. Gustave Connect shall implement and maintain technical, organizational, and physical measures designed to protect the confidentiality, integrity and availability of

## Terms of Service

Customer Data in Gustave Connect's possession, custody or control. The Parties agree to the terms of Gustave Connect's Data Processing Addendum which is incorporated into this Agreement.

- 6.2. Notwithstanding anything to the contrary, Gustave Connect shall have the right where permitted by law to collect, aggregate and analyze anonymized or de-identified data and other information relating to Customer and End Users' use of the Services, including, without limitation, information concerning Customer Data and data derived therefrom (collectively, "Usage Data"), and Gustave Connect will be free during and after the Subscription Term to use Usage Data to analyze, support, develop, operate and improve the Services and other Gustave Connect offerings and for other lawful business purposes, including without limitation, to generate industry benchmarks or best practice guidance, recommendations, or similar reports.
- 6.3. By submitting any feedback or suggestions regarding the Services, or sharing such feedback with any Representative of Gustave Connect, Customer grants to Gustave Connect an unlimited, irrevocable, perpetual, sub-licensable, transferable, royalty-free license to use such feedback or suggestion(s) for any purpose and without any obligation or compensation to Customer, End User, or any other Customer Representative. No rights or licenses are granted except as expressly set forth herein.

### 7. AI DISCLAIMER

- 7.1. In accordance with current best practices and the upcoming Artificial Intelligence Act ("AI Act"), Gustave Connect has taken the following steps: (i) assessed the risks associated with Customer's use of Ask Gustave Connect (Limited risk); (ii) raised awareness (Gustave Connect's policies, this statement, and the use of Ask Gustave Connect are clearly described on Gustave Connect's website); (iii) designed Ask Gustave Connect based on ethical principles; (iv) assigned responsibility over Ask Gustave Connect to Gustave Connect's CEO; (v) continue to develop Ask Gustave Connect and keep it up-to-date; and (vi) established formal governance.
- 7.2. As part of the services, the Customer and End User may have access to AI-generated content and information. Any information about and generated by AI is provided on an "as is" basis. Gustave Connect does not make any warranties, express or implied, as to the qualifications, quality, suitability, fitness for purpose, completeness, or correctness of any AI-generated content and information.
- 7.3. The AI-generated content and information is provided for general information purposes only and is not intended to constitute or substitute legal or other professional advice of any kind whatsoever. The AI-generated content and information is not intended or implied to be a substitute for professional advice.
- 7.4. Customer is encouraged to confirm any information obtained from or through Gustave Connect with other sources and review all information provided. Customer should not disregard professional advice or delay seeking advice because of something read on Gustave Connect's website or in the AI-generated content and information.
- 7.5. Gustave Connect makes no representations about the suitability, reliability, timeliness, comprehensiveness, or accuracy of the AI-generated content and information, or any other content produced by Gustave Connect.
- 7.6. Gustave Connect cannot guarantee that the AI-generated content and information, or the provision of the content produced by Gustave Connect, will always be correct or free of faults and errors.
- 7.7. Gustave Connect does not accept liability for incorrect content, errors, or omissions in AI-generated content and information produced by Gustave Connect (whether of legal, typographical, technical, or other nature).
- 7.8. To the fullest extent permissible by law, Gustave Connect disclaims all warranties, express or implied, relating to Gustave Connect and the AI-generated content and information, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

### 8. FEES

## Terms of Service

- 8.1. Customer may purchase the Services either through Gustave Connect's website or by executing an Order Form. If the Parties execute an Order Form, Customer will make payment to Gustave Connect in accordance with the terms of such Order Form. Subscription Charges are billed in advance and are nonrefundable unless otherwise stated herein.
- 8.2. Unless otherwise agreed upon in writing, the Subscription Charges for a renewal of the Subscription Term or for any additional subscriptions purchased by Customer shall be calculated according to the price(s) then specified on Gustave Connect's website.
- 8.3. Unless otherwise expressly set forth in this Agreement or an Order Form, all Subscription Charges are due in full upon commencement of the Subscription Term. Unless a substitute payment mechanism has been agreed to by Gustave Connect, a valid credit card is required to subscribe to the Services and Customer authorizes Gustave Connect to automatically charge Customer's selected payment method for Subscription Charges on or after the starting date of each subsequent Subscription Term unless Customer's subscription to the Services terminates. Gustave Connect may choose to bill through an invoice, in which case, full payment for invoices must be received by Gustave Connect within thirty (30) days after the mailing date of the invoice. If Customer fails to pay its Fees within five (5) days of Gustave Connect's notice to Customer that payment is delinquent, or if Customer does not update payment information upon Gustave Connect's request, in addition to Gustave Connect's other remedies, Gustave Connect may suspend access to and use of the Services by Customer and End Users. Customer agrees to promptly update its Customer Account information, including payment information, with any changes that may occur (for example, a change in billing address or credit card expiration date).
- 8.4. Unless otherwise stated in an Order Form, Gustave Connect's charges do not include any Taxes.
- 8.5. If Customer believes that Gustave Connect has billed Customer incorrectly, Customer must contact Gustave Connect no later than thirty (30) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit.
- 8.6. If Customer chooses to upgrade its Subscription Plan or increase the number the number of conversations during a Subscription Term, any incremental Subscription Charges associated with such upgrade will be charged in accordance with the Subscription Charges that exist between Customer and Gustave Connect during the applicable Subscription Term. The subscription term for additional End Users shall be coterminous with the then-current Subscription Term for the existing End Users. In any subsequent Subscription Term, Customer's Subscription Charges will reflect any such upgrades. Any discount provided to Customer is applicable only to the initial Subscription Term detailed in an Order Form and will not be applied to any subsequent Subscription Terms.
- 8.7. Customer may not downgrade its Subscription Plan or reduce the number of End User subscriptions during any Subscription Term. If Customer desires to downgrade its Subscription Plan or reduce the number of the number of conversations under any Subscription Plan for a subsequent Subscription Term, Customer must provide Gustave Connect with thirty (30) days written notice prior to the end of Customer's then-current Subscription Term. No credits or refunds will be issued for usage that is less than the purchased number of subscriptions or for unused time on subscriptions.

## 9. TERM AND TERMINATION

- 9.1. Subject to termination provisions below, Gustave Connect shall provide the Services to Customer for the initial Subscription Term, which shall then be automatically renewed and extended for the same duration as the previous Subscription Term. Either Party may request termination at least thirty (30) days prior to the end of the then-current Subscription Term, and Customer may submit such request for termination by notifying Gustave Connect.

## **Terms of Service**

- 9.2. Either Gustave Connect or Customer may terminate this Agreement if the other Party fails to cure any material breach of this Agreement within thirty (30) days after written notice to the other Party. Customer may terminate its subscription if it ceases its business operations or becomes subject to insolvency proceedings and such proceedings are not dismissed within sixty (60) days. In no event will Gustave Connect's termination for cause relieve Customer of its obligation to pay any Fees payable to Gustave Connect for the period prior to termination. Except for Customer's termination for Gustave Connect's uncured material breach of this Agreement, Customer must pay any unpaid Subscription Charges and Fees incurred for the remainder of the then-current Subscription Term.
- 9.3. Gustave Connect will make all Customer Data available to Customer for electronic retrieval for thirty (30) days after termination. After such thirty (30) days, Gustave Connect shall delete Customer Data in accordance with its data deletion policy.

### **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1. The Services are made available on a limited access basis, and no ownership right is conveyed to Customers or End Users. Gustave Connect owns and retains all intellectual property rights in and to (i) the Services (excluding only the Customer Data) and all trademarks, logos and service marks utilized by Gustave Connect in connection with the delivery of the Services; (ii) all improvements, enhancements or modifications of the Services; and (iii) any Software, applications, inventions or other technology developed in connection with supporting the Services.
- 10.2. As between Customer and Gustave Connect, Customer shall own all intellectual property rights in and to the Customer Data. Customer grants to Gustave Connect on behalf of itself and its End Users a worldwide, non-sublicensable, non-transferrable (except to a permitted assignee of Gustave Connect), non-exclusive, limited license to access, use, copy, reproduce, Process, adapt, distribute, publish, transmit, export and display the Customer Data as reasonably necessary (i) to provide, maintain and update the Services; (ii) to prevent or address service, security, support and technical issues; and (iii) as expressly permitted by this Agreement or by Customer in writing.

### **11. WARRANTY AND DISCLAIMER**

- 11.1. Gustave Connect warrants that during an applicable Subscription Term, the Services will perform materially in accordance with the Documentation. Gustave Connect's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty will be, at no charge to Customer, for Gustave Connect to use commercially reasonable efforts to correct the reported non-conformity, or if Gustave Connect determines such remedy to be impracticable, either party may terminate the Agreement and Customer will receive a pro-rata refund of any pre-paid, unused Fees for the terminated portion of the Subscription Term. The warranties herein do not apply if the error was caused by Customer or End User's misuse or unauthorized modification of (i) the Services or (ii) Third Party Services.
- 11.2. Customer warrants that it is entitled to transfer the Customer Data to Gustave Connect so that Gustave Connect and its authorized third party service providers may lawfully use, Process, and transfer the Customer Data in accordance with this Agreement on Customer's behalf. Customer agrees to comply with all applicable laws in its use of the Services.
- 11.3. Each Party represents and warrants to the other that (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this Agreement; and (c) the execution, delivery and performance of the Agreement does not and will not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.
- 11.4. Except as expressly provided for herein, and to the fullest extent permitted by law, the services and all related components and information are provided on an "as is" and "as available" basis without any warranties of any kind, and gustave connect



## Terms of Service

expressly disclaims any and all warranties, whether express or implied, including but not limited to the implied warranties of merchantability, title, fitness for a particular purpose and non-infringement. Gustave Connect does not warrant that the services will be uninterrupted, secure, error-free, virus-free or free from harmful components; nor does it make any warranty as to the results that may be obtained from use of the services. Gustave Connect does not warrant that it will review the customer data for accuracy or that it will preserve or maintain the customer data without loss or corruption. Gustave Connect shall not be liable for delays, interruptions, service failures or other problems inherent in use of the internet and electronic communications, third party platforms, third party messaging applications, or other systems outside the reasonable control of gustave connect.

### 12. INDEMNIFICATION

- 12.1. Gustave Connect will defend Customer Parties from and against any third party claim alleging that the Customer's use of the Services as contemplated under this Agreement violates the intellectual property rights of such third party and will indemnify the Customer Parties for damages awarded against the Customer Parties in connection with or as a result of such claim or any amounts paid by Customer Parties under a settlement approved by Gustave Connect, including reasonable fees of attorneys engaged by Gustave Connect in connection with the defense or settlement of such claim. Notwithstanding the foregoing, Gustave Connect shall not be required to indemnify Customer Parties to the extent the claim against Customer Parties arises from (i) Customer or any End User's use of the Services in a manner that violates this Agreement; (ii) modification of the Services by anyone other than Gustave Connect or its Representatives, unless approved by Gustave Connect; (iii) the combination, operation or use of the Services with software not provided by Gustave Connect, unless approved by Gustave Connect; or (iv) violations of third party rights caused by Customer Data.
- 12.2. Customer will defend Gustave Connect Parties from and against any third party claim, action, suit, proceeding or demand arising from or related to (i) Customer's or an End User's violation of applicable laws while using the Services; and (ii) any third party claim arising from or related to Customer Data, and will indemnify Gustave Connect Parties for damages awarded against the Gustave Connect Parties in connection with or as a result of such claim or any amounts paid by Gustave Connect Parties under a settlement approved by Customer, including reasonable fees of attorneys engaged by Customer in connection with the defense or settlement of such claim.

### 13. LIMITATION OF LIABILITY

- 13.1. Gustave Connect shall not be liable for the completeness, accuracy, or correctness of any information uploaded on the Services and any related content. Customer expressly agrees that the use of the Services, including reliance on any advice, is at Customer's sole risk.
- 13.2. Customer agrees not to use the Services and the Related Content for any resale purposes, and Gustave Connect has no liability to Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms (including but not limited to the use of, or inability to use, the Services or any other website or software) for:
  - 13.2.1. loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss or corruption of data or information;
  - loss of business opportunity, goodwill, or reputation; or
  - any other indirect or consequential loss or damage.
- 13.3. Nothing in these Terms shall limit or exclude Gustave Connect's liability for:
  - 13.3.1. death or personal injury resulting from Gustave Connect's negligence;
  - 13.3.2. fraud; and/or

## **Terms of Service**

- 13.3.3. any other matter in respect of which Gustave Connect is prohibited under applicable law from limiting or excluding its liability.
- 13.4. The Services are not intended to serve a record-keeping function, and Gustave Connect shall not be liable for any loss of data or content.
- 13.5. These Terms set out the full extent of Gustave Connect's obligations and liabilities in respect of the supply of the Services. Except as expressly stated in these Terms, there are no conditions, warranties, representations, or other terms, express or implied, that are binding on Gustave Connect. Any condition, warranty, representation, or other term concerning the supply of the Services which might otherwise be implied into, or incorporated in, these Terms whether by statute or otherwise, is excluded to the fullest extent permitted by law.
- 13.6. Gustave Connect will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect Customer's device equipment, device programs, data, or other proprietary material due to Customer's use of the Services or due to Customer's downloading of any content related to the Services or any website linked to them.
- 13.7. This does not affect Gustave Connect's liability for death or personal injury arising from its negligence, nor its liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

### **14. USE OF THIRD PARTY SERVICES**

The Services allow for various Third Party Services to be used in connection with the Services. Customer's use of such Third Party Services, and any exchange of Customer Data between Customer and the provider of such Third Party Service is solely between Customer and the Third Party Service provider. Gustave Connect does not warrant or support any Third Party Service or other non-Gustave Connect product or service, regardless of whether such Third Party Service is promoted or made available through the Services or is designated by Gustave Connect as "certified" or "working with" the Services. Customer acknowledges that providers of such Third Party Services may have access to Customer Data in connection with the interoperation and support of such Third Party Service with the Services and that, as between Customer and Gustave Connect, Customer is solely responsible for reviewing and complying with such Third Party Service provider's terms of use, practices and policies. To the extent Customer authorizes the access, transmission or Processing of Customer Data through a Third Party Service, Gustave Connect shall not be responsible for any disclosure, modification, deletion or other Processing of such Customer Data by the Third Party Service provider or for any act or omission on the part of such Third Party Service provider.

### **15. OTHER IMPORTANT TERMS**

- 15.1. Gustave Connect may transfer its rights and obligations under these Terms to another organization, but this will not affect Customer's rights or obligations under these Terms.  
Customer may only transfer Customer's rights or obligations under these Terms to another person if Gustave Connect agrees in writing.
- 15.2. No joint venture, partnership, agency, or employment relationship has arisen by reason of these Terms.
- 15.3. These Terms, together with any document expressly referred to in them, constitute the entire agreement between Gustave Connect and Customer regarding their subject matter, and supersede and extinguish all previous agreements, promises, assurances, warranties, representations, and understandings between Gustave Connect and Customer, whether written or oral, relating to that subject matter. Customer agrees that Customer shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them. Customer agrees that Customer shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or any document expressly referred to in them.

## Terms of Service

- 15.4. If Gustave Connect fails to insist that Customer performs any of Customer's obligations under these Terms, or if Gustave Connect does not enforce its rights against Customer, or if Gustave Connect delays in doing so, that will not mean that Gustave Connect has waived its rights against Customer and will not mean that Customer does not have to comply with those obligations. If Gustave Connect does waive a default by Customer, it will only do so in writing, and that will not mean that Gustave Connect will automatically waive any later default by Customer.
- 15.5. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 15.6. These Terms, their subject matter and formation, and any other disputes or claims in connection therewith, are governed by the law of the Netherlands. In the event of any such disputes or claims in connection with these Terms, Customer agrees to first engage in good faith discussions with Gustave Connect to resolve such dispute or claim. If such dispute or claim is not resolved within sixty (60) days, both parties irrevocably submit to the exclusive jurisdiction of the courts of the Netherlands.