

Sales+ Terms of Service

1. Definitions. "Sales+" refers to SalesPlus Inc. and its directors, officers, employees, agents, and affiliates. "You" or "Your" refers to any user of the Service (as defined below).

2. Description of Service. Sales+ provides an artificial intelligence lead qualification automation system and related services (collectively, the "Service"). Your use of the Service is governed by these Terms of Service ("Terms").

3. Acceptance of Terms. By using the Service, you agree to be bound by these Terms. If you do not agree to all of the Terms, you may not access or use the Service. These Terms expressly supersede and replace any prior agreements or understandings, written or oral, relating to the Service.

4. Modification of Terms. Sales+ reserves the right, at its sole discretion, to modify these Terms, including the Privacy Policy and other policies incorporated herein, at any time and without prior notice. Your continued use of the Service after any such changes constitutes your binding acceptance of the new Terms.

5. Eligibility. You represent and warrant that you are at least 18 years of age. If you are under 18 years of age, you may not use the Service.

6. Prohibited Uses. You agree not to use the Service for any unlawful purpose or in any way that violates local, state, national, or international laws. You are solely responsible for ensuring that your use of the Service complies with all applicable laws and regulations. Prohibited uses include but are not limited to:

- Criminal activities
- Malicious, fraudulent, or illegal purposes
- Infringement of Sales+ or third party intellectual property rights
- Defamatory, harassing, abusive, or threatening use
- Distribution of unauthorized spam
- Transmission of viruses, malware, or other destructive code
- Gathering or transmitting personal information without consent
- Interference with service functionality or security features.

7. User Content. You are solely responsible for any content you contribute, post, or transmit via the Service ("User Content"). You guarantee that your User Content complies with the Acceptable Use Policy (see below). Sales+ does not claim ownership of User Content. However, by submitting User Content, you automatically grant Sales+ a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license to use, store, reproduce, modify, create derivative works, publish, distribute and sublicense your User Content in connection with operating and providing the Service.

8. Acceptable Use Policy. You agree not to upload, post, host, or transmit any User Content that:

- Is unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, contains pornography, or racially, ethnically or otherwise objectionable

- Encourages criminal conduct or provides instructional information about illegal activities
- Infringes any third party's intellectual property or publicity rights
- Constitutes unauthorized spam or bulk communications
- Contains software viruses or malware designed to interrupt, destroy, or limit Service functionality
- Burdens infrastructure in a way that negatively impacts Service performance, including "denial of service" attacks
- Attempts to gain unauthorized access to other accounts, computer systems, or networks connected to the Service
- Uses automated means to access the Service that are not permitted by Sales+
- Collects information about Service users without obtaining consent
- Impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity

Sales+ has sole discretion to determine whether User Content violates this Acceptable Use Policy. Sales+ may at any time remove User Content that violates this policy. Repeated violations may lead to account termination.

9. User Account. To access certain features, you may be required to register and create a user account. When you register, you agree to: (a) provide accurate, current and complete account information, (b) maintain and promptly update your information, (c) maintain the confidentiality of your login credentials, and (d) be fully responsible for all use of your account and for any actions that take place through your account, whether or not authorized by you. You may not select an inappropriate username that violates this Agreement or impersonates someone else.

10. Privacy Policy. Our Privacy Policy is incorporated into these Terms by reference. Please read the full Privacy Policy at <https://app.salesplus.io/policy.pdf> before using the Service. The Privacy Policy governs our collection and use of your information.

11. Ownership; Proprietary Rights. The Service is owned and operated by Sales+. The visual interfaces, graphics, design, systems, methods, information, computer code, software, services, "look and feel", organization, compilation of the content, code, data, and all other elements of the Service (collectively, "Materials") are owned by Sales+ and are protected by United States copyright, trade dress, patent, and trademark laws, international laws and conventions, and all other relevant intellectual property and proprietary rights. All Materials are the copyrighted property of Sales+ or its subsidiaries or affiliates under the laws of the United States and other countries. Sales+ reserves all rights not expressly granted in these Terms.

12. Feedback. If you provide Sales+ with any feedback, suggestions, improvements, enhancements, and/or feature requests relating to the Service ("Feedback"), you hereby assign to Sales+ all right, title, and interest in that Feedback, including all intellectual property rights. Sales+ may use and share any Feedback without restriction or compensation to you.

13. Indemnification. You agree to fully indemnify, defend, and hold harmless Sales+ from and against any and all claims, damages, liabilities, losses, investigations, inquiries, costs, and expenses (including attorneys' fees and court costs) that arise out of or result from (i) your use or misuse of the Service, (ii) your violation of these Terms, and (iii) your violation of any rights of another. Sales+ reserves the right, at your expense, to assume exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate in that defense. You agree that the provisions in this paragraph will survive any termination of your account or the Service.

14. Disclaimers. THE SERVICE AND MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, SALES+ DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SALES+ DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE.

15. Limitation of Liability. SALES+ SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THE ACCESS OR USE OF THE SERVICE OR MATERIALS. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICE OR MATERIALS IS TO STOP USING THE SERVICE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY OF SALES+ FOR ALL DAMAGES, LOSSES, AND CLAIMS, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE ONE HUNDRED DOLLARS (\$100). Some jurisdictions do not allow certain limitations of liability, so some of the above limitations may not apply to you. In such jurisdictions, Sales+ liability is limited to the greatest extent permitted by law.

16. Termination. Sales+ may terminate your access and use of the Service, at any time and for any reason. Sales+ may suspend or terminate your account if you violate these Terms, abuse the Service, use the Service in a way not intended, commit fraud, or violate any applicable law. If your access is terminated, your account will be deactivated and you may no longer be able to access your account or any files or other content contained in the account, and Sales+ will have no liability to you.

17. Governing Law. These Terms are governed by the laws of the State of California without regard to conflict of law principles. You agree that any dispute arising from or relating to the subject matter of these Terms shall be governed by the exclusive jurisdiction and venue of the state and Federal courts located in San Francisco County, California.

18. Modification. Sales+ reserves the right, at its discretion, to change these Terms at any time. Your continued use of the Service after any changes constitutes your acceptance of the new Terms. If any change is unacceptable to you, your sole remedy is to cease using the Service.

19. Miscellaneous. If any provision of these Terms is found unenforceable, it shall be severed without affecting enforceability of the remaining provisions. These Terms do not create any agency, partnership, joint venture, or employment relationship between you and Sales+. No person or entity not a party to these Terms is an intended third party beneficiary, and no provision hereunder confers any right or benefit to such third party. Sales+ may assign its rights and obligations under these Terms.

20. Entire Agreement. These Terms constitute the entire agreement between you and Sales+ with respect to the Service.

ADDITIONAL TERMS:

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4. Modification of Terms. Sales+ reserves the right, at its sole discretion, to modify these Terms, including the Privacy Policy and other policies incorporated herein, at any time and without prior notice. Your continued use of the Service after any such changes constitutes your binding acceptance of the new Terms.

5. Eligibility. You represent and warrant that you are at least 18 years of age. If you are under 18 years of age, you may not use the Service.

6. Compliance with Laws. You agree to use the Service in compliance with all applicable laws and regulations, including but not limited to those governing privacy, data protection, marketing communications, and consumer protection. This includes adhering to any restrictions on sending unsolicited messages, complying with opt-out requests, and unlawful purpose, telemarketing, anti-spam, and data handling regulations. You will not use the Service for any unlawful purpose, and you are solely responsible for understanding and adhering to the legal requirements related to your business, communications, and the content you send through the Service.

7. Prohibited Uses. You may not use the Service to send messages or engage in communications that violate applicable laws, including but not limited to sending fraudulent, harassing, or deceptive content, or any form of spam. You may not use the Service to contact emergency services, healthcare facilities, or any entity where such communication would be unlawful or harmful. Sales+ reserves the right to limit message volume or frequency to prevent unlawful or abusive activity.

8. Limitations on Use. You may only use the Service to engage with individuals who have provided prior express consent to receive messages from you or with whom you have an established business relationship, as defined under applicable law. Sales+ reserves the right to request evidence of such consent or business relationship.

9. Transparency in Communication. You must not misrepresent your identity or the nature of your business when using the Service. This includes accurately representing the sender information in messages, refraining from using deceptive sender IDs, and otherwise clearly disclosing who you are. You may not block, conceal, or falsify identifying information in any communication made through the Service.

10. Indemnification. You agree to fully indemnify, defend, and hold harmless Sales+ from and against any and all fines, claims, damages, liabilities, losses, investigations, inquiries, costs, and expenses (including attorneys' fees and court costs) that arise out of or result from any allegation that your use of the Service violates applicable federal and state laws regarding telemarketing, robocalls, and telephone solicitation.

11. Cooperation. Sales+ reserves the right to cooperate with any law enforcement authorities or regulators regarding any suspected illegal, fraudulent, or improper use of the Service. This may include disclosing information about your use of the Service and account.

12. Service Suspension. Sales+ reserves the right to immediately suspend or terminate your use of the Service if it determines that your calling activities do not comply with applicable laws or these Terms.

13. Changes to Compliance Requirements. Sales+ reserves the right to modify the Service at any time to comply with changes in applicable laws, regulations, or industry standards related to messaging, data privacy, anti-spam measures, or marketing practices. Your continued use of the Service after such changes take effect constitutes your acceptance of the updated requirements. If any modification is not acceptable to you, you must immediately discontinue using the Service.