

TERMS AND CONDITIONS - Teramot

These service terms and conditions (hereinafter, the "Terms and Conditions" or the "T&Cs", interchangeably) govern the contractual relationship between the Client -as defined below- and Halley S.A.S, with its registered office at Calle Mendoza 251, Río Cuarto, Córdoba, Argentina, hereinafter referred to as "Teramot", pursuant to the use of Teramot's services.

WHAT IS MEANT BY CLIENT?

The term Client shall refer to any natural or legal person who acquires Teramot for use by themselves, or their employees, dependents, third parties, executives, or whoever they designate for this purpose (hereinafter, the "**Users**").

Teramot provides a system by which, through conversational agents or chatbots, the Client or its Users can obtain automated responses on messaging platforms designated by the Client, based on the information provided by the Client. That is, the service is based on an "input/query" action performed by the Client or its User through a messaging platform, and through the system provided by Teramot, an automated "output" response will be generated.

Teramot provides a system through which, by using conversational agents or chatbots, the Client or its Users can obtain automated responses on the messaging platforms indicated by the Client, based on the information provided by the Client. In other words, the service is based on an "input/query" action carried out by the Client or its User through a messaging platform, and through the system provided by Teramot, an automated "output" response will be generated.

HOW DOES THE PROCEDURE WORK?

1. The Client must acquire the Services, as defined below, and register on the Teramot Website.
2. Once registered, the Client must provide Teramot with the database containing information (hereinafter, the "**Information Bases**"), bearing in mind that the data supplied will be decisive when the Teramot system generates the "output," as it will be based on them. Teramot provides the mechanism to enable such a response.
3. The conversational agents or chatbots configured by Teramot (hereinafter, the "**Conversational Agents**") will be available on the messaging platforms indicated by the Client, such as: WhatsApp, Telegram, Slack, or any other

instant messaging platform that the Client chooses for the provision of the Services (hereinafter, the "**Platform**" or "**Platforms,**" as applicable).

4- Through the registration that the Client performs on the Teramot Website, the Users designated by the Client will be enabled to use a conversational assistant in such a way that they can obtain semi-automatic responses based on the Information Bases that the Client has previously populated with data.

5- The Teramot Website will offer the Client or its Users the possibility to send comments, inquiries, or suggestions.

WHAT ARE THE BENEFITS OF USING TERAMOT'S SERVICES FOR MY USERS AS A CLIENT?

When acquiring the Services, the Client aims to provide their own Users with:

1. A conversational agent available even outside business hours, capable of responding to simple inquiries;
2. Depending on the case, the Client may request Teramot to perform the execution of low-complexity tasks through the Conversational Agent (hereinafter, the "**Services**" or the "**Service,**" as applicable). By providing these Services, the Client will be able to improve interaction and provide immediate attention to the Users.

The Client and the Users must read, understand, and accept all the conditions established in the General Terms and Conditions and in the Privacy Policies.

ANY PERSON WHO DOES NOT ACCEPT THESE TERMS AND CONDITIONS, WHICH ARE MANDATORY AND BINDING, SHOULD REFRAIN FROM USING THE WEBSITE AND THE SERVICES.

FIRST CLAUSE: Capacity to Utilize the Services

- 1.1. Los Servicios s√≥lo estar√°n disponibles por Usuarios designados por el Cliente. Estos Usuarios deber√°n ser personas que tengan capacidad legal para contratar, seg√°n lo dispuesto por la legislaci√°n correspondiente en la jurisdicci√°n en que se encuentre. No podr√°n utilizar los Servicios las personas que no tengan esa capacidad o los Usuarios que hayan sido suspendidos temporalmente o inhabilitados definitivamente por Teramot.

SECOND CLAUSE: USER REGISTRATION

- 2.1. Anyone who wishes to access the Services must register their personal information on the Website. To this end, Teramot may ask them to complete a registration form on the Website (hereinafter, the

- "Registration"**). In these cases, all the fields of the Registration must be filled in with accurate information, and it must be ensured that the information made available to Teramot is exact, accurate, and true (hereinafter, the **"Personal Data"**).
- 2.2. The information provided in the Registration will be stored in a personal database for which Teramot is responsible. For more information, please consult the [TERAMOT privacy Policy](#).
 - 2.3. Teramot reserves the right to require those who have completed the Registration to present evidence and/or additional information to corroborate the Personal Data and to confirm whether the personal information provided in the Registration matches the information about the User designated by the Client.
 - 2.4. In case the User wishes to obtain more information about their privacy and the use of Personal Data, they can consult [TERAMOT privacy Policy](#).

THIRD CLAUSE: General Conditions of the Service

- 3.1 Teramot uses the service of entities specialized in Artificial Intelligence, such as OpenAI, or similar providers, to configure Conversational Agents according to the Client's specifications and Information Bases. Once configured, the Provider will integrate these Conversational Agents into the Platform chosen by the Client to provide services related to information management and customer service.
- 3.2 The Service provided by Teramot is strictly limited to what is set forth in these Terms and Conditions, therefore, any conflict or error that may exist in the responses provided by the Conversational Agents on any of the Platforms is completely outside the responsibility of Teramot, and it is the responsibility of the Client, who provides the Information Bases for such responses.

FOURTH CLAUSE: Subscription. Provision of the Services

- 4.1. During the Registration process, the Client must provide accurate and up-to-date information, including the details of a valid credit card, to facilitate subscription to the services (hereinafter, the **"Subscription"**). The choice of a monthly or annual subscription will be available to the Client, and the associated costs will be clearly defined on the Website at the time of the payment process.
- 4.2. The payment of the Subscription can be made through the Stripe payment processing platform or other similar services that Teramot will make available on the Website, thus offering additional alternatives for the convenience of the Client.
- 4.3. Teramot reserves the right to adjust the Subscription costs occasionally. In such cases, Teramot will notify the Client by email,

using the address provided during Registration, with adequate notice before such changes take effect.

- 4.4. The Client undertakes to contract the provision of the Services to make appropriate and lawful use of them in accordance with applicable legislation, these Terms and Conditions, morality and generally accepted good practices, and public order.
- 4.5. When requesting the Services, the Client commits to:
 - a. Not use the Service for unlawful, illegal purposes, contrary to the provisions of these Terms and Conditions, against good faith and public order, harming the rights and interests of third parties.
 - b. Not attempt to damage the configuration of the Services in any way, nor access restricted resources of the same.
 - c. Not introduce or spread computer viruses or any other physical or logical systems that are capable of causing damage to the Website.

FIFTH CLAUSE: Liability

- 5.1. Teramot only makes available to Clients and Users the configuration of Conversational Agents with the purpose of providing the Users with information supplied by the Clients.
- 5.2. Therefore, Teramot, in its capacity as a mere intermediary between the Client and the Users, only facilitates the information related to the Information Bases provided by the Client, through the communication channels and/or Platforms requested by the Client and is not responsible for any other obligation.
- 5.3. Teramot strives to ensure that the information provided to the User is as accurate as possible. However, Teramot cannot guarantee the accuracy, completeness, and timeliness of such information. Access to the Website, the Services, and the use that may be made of the information and contents included therein is the exclusive responsibility of the Client. In this sense, the Client understands and agrees that Teramot will not be liable for the consequences or damages that may arise from the use of the information provided through the Services. Therefore, the Client understands that the results produced by the conversational agent depend on the information previously provided by the Client in the Information Base.

SIXTH CLAUSE: Use and Warranty of the Website and/or Services

- 6.1 Teramot does not guarantee the availability and continuous operation of the Website or the Services. Consequently, Teramot will not be liable for any damages that may arise from (i) the lack of availability or accessibility to the Website or the Platforms; (ii) the interruption of the

operation of the Website, OpenAI, or the Platforms, as well as any computer failures, disconnections, delays, or blockages caused by deficiencies or overloads in data centers, communication systems, the internet, or other electronic systems during their operation, which are events whose availability and performance rest exclusively with the respective providers of such technologies. Teramot will assume no responsibility whatsoever for any inconvenience, loss, or damage resulting from such circumstances; and (iii) other damages that may be caused by third parties through unauthorized intrusions beyond the control of Teramot.

- 6.2 Teramot does not guarantee the absence of viruses or other elements on the Website or the Platforms, introduced by third parties outside of Teramot that may cause alterations in the physical or logical systems of the Client and/or the User or in the electronic documents and files stored in their systems. Consequently, Teramot will not be liable for any damages of any kind that may arise from the presence of viruses or other elements that may cause alterations in the physical or logical systems, electronic documents, or files of the Client.
- 6.3 Teramot implements various protection measures to safeguard the Website and the contents configured for the responses of the Conversational Agents against computer attacks by third parties. However, Teramot does not guarantee that unauthorized third parties will be unable to know the conditions, characteristics, and circumstances under which the Client and/or the User access the Site. Consequently, Teramot will not be liable for any damages that could result from such unauthorized access.
- 6.4 With the acceptance of these Terms and Conditions, the Client declares that they will hold Teramot, its controlled and controlling companies, directors, partners, employees, lawyers, and agents harmless against any claim arising from (i) the breach by the Client and/or their designated Users of any provision contained in these Terms and Conditions or of any law or regulation applicable to them, (ii) breach or violation of the rights of third parties including, but not limited to, other Users; and (iii) breach of the permitted use of the Website and/or the configuration of the Conversational Agents.
- 6.5 The Client acknowledges and accepts that, in the context of the use of artificial intelligence, there is a known dysfunction called "hallucinations" that can occasionally lead to inaccurate responses with respect to the information provided to the model, being inherent to the nature of artificial intelligence. In this regard, both Teramot and OpenAI (or similar providers) implement measures to reduce such dysfunctions through mitigation techniques; however, due to the inherent complexity of artificial intelligence models, there remains a remote possibility that some responses may be affected by this phenomenon. Therefore, the Client formally and completely exempts

Teramot from any liability, contractual or extra-contractual, that could arise from possible hallucinations in the responses provided by the Conversational Agent during the provision of the Services.

SEVENTH CLAUSE: Intellectual and Industrial Property Rights

- 7.1 All the information provided by the Client in relation to the Information Bases used for the provision of the Services is the exclusive property of the Client. Teramot will not have access to such Information Bases and will not assume any responsibility for their content, accuracy, or completeness. The Client will retain all rights and control over their Information Bases and will be solely responsible for their maintenance and update.
- 7.2 The Client acknowledges and agrees that all intellectual and industrial property rights over the contents and/or any other elements inserted in the Website, or in the configuration of the Conversational Agents (including, without limitation, trademarks, logos, trade names, texts, images, graphics, designs, sounds, databases, software, flowcharts, presentation, audio, and video) belong to Teramot.
- 7.3 Teramot grants the Client and its Users the authorization to use, view, print, download, and store the contents and/or elements available on the Website and/or in the responses provided through the Platforms exclusively for their personal, private, and non-profit use, refraining from performing any acts of decompilation, reverse engineering, modification, disclosure, or supply on the same. Any other use or exploitation of any content and/or other elements different from those expressly provided for herein will be subject to Teramot's prior authorization.

EIGHTH CLAUSE: Personal Data Protection

- 8.1 The Personal Data provided by the Client and/or the User on the Website will be integrated into a personal database for which Teramot is responsible, whose address is listed in the header of this document.
- 8.2 The Client and/or User may exercise their rights to access, rectify, delete, and update their Personal Information, as well as to oppose its processing, all in accordance with the provisions of the applicable legislation according to the jurisdiction in which the User is located, through the sending of an email as established in the Privacy Policies.

NINTH CLAUSE: Notifications

- 9.1 Teramot may carry out timely notifications to the User through a general notice on the Website. The User may notify Teramot by sending an email to the address info@teramot.com.

TENTH CLAUSE: Assignment

- 10.1 The Client may not assign their rights and obligations arising from these Terms and Conditions without the prior written consent of Teramot.
- 10.2 Teramot may assign these Terms and Conditions without the need to obtain the prior consent of the User to any entity within its group of companies, worldwide, as well as to any person or entity that succeeds it in the exercise of its business for any reasons.

ELEVENTH CLAUSE: Modification of Terms and Conditions

- 11.1 Teramot may modify the Terms and Conditions at any time. New versions of the Terms and Conditions will be notified by publishing such new version on the Website.

TWELFTH CLAUSE: Claims. Applicable Law and Jurisdiction

- 12.1 In the event of having a claim arising from the relationship with Teramot as a consequence of these Terms and Conditions, the Client and/or the User must contact Teramot via the following email address info@teramot.com
- 12.2 These Terms and Conditions, as well as the relationship between Teramot and the Client, shall be governed by and construed in accordance with the laws in force in Rosario, Santa Fe, Argentina, and in the event of dispute, the Parties agree to submit to the jurisdiction of the courts of Rosario, Santa Fe, Argentina, waiving any other jurisdiction.