Terms of Use

Article 1: General

1.   The present terms govern the relationship between FAQBOT SA, with registered offices at 7000 Mons, Chaussée de Binche 50, bte 17, a company listed in the Belgian Trade and Companies Register under number 670.656.812 (hereafter: "FAQBOT") and its users (hereafter: "Users") (FAQBOT and Users are hereafter collectively referred as "Parties"). These Terms are applicable to all services, chatbots, offers, orders, contracts and invoices rendered or issued by FAQBOT to the User (hereafter: "Services"), unless otherwise agreed in writing.

2.   In case of questions, complaints and/or remarks with regard to the Services, you can always turn to FAQBOT via email to the following email address: hey@faqbot.co

3.   Using the Services implies that the User of the Services agrees entirely and irrevocably with the conditions and guidelines for the use of the Services contained in the present terms, the Privacy Policy, the Cookie Policy, as well as any other legal document mentioned on the website https://faqbot.co (collectively referred to as the "Terms"). By clicking on "I agree" when signing up, the User declares (i) that she or he has read, understood and accepted the Terms in full, and (ii) that, if the User is a natural person, she or he is aged at least 18 years, or if the User is a legal person, it has full legal capacity the conclude the Terms and for the use of the Services. If you are not eligible or do not agree to any of the Terms, then you may not use the Services.

4.   FAQBOT reserves the right to modify the Terms at any time, in order to comply with the (changing) legal obligations or to improve the Services. In such a case, the User shall receive an email notification to the email address provided when subscribed to the Services. Any modified version of these Terms shall be deemed to have been applicable as from the date of the notification. We advise you to regularly consult our website https://faqbot.co and the Terms.

Article 2: Description of the Chatbot

1.   The chatbot is a conversational agent creation software, aiming at enhancing customer supports and customer relationship (hereafter: "Chatbot"). The Chatbot optimizes the relationship with the User's customers by automatically answering to the customers' frequently asked questions.

2.   In order to use the Chatbot, the User is required to create a personal account and entering information such as name, email address, password, country, chatbot language.

3.   The User is also invited to either import or manually create its frequently asked questions and answers. The User has also the possibility to add a variety of questions in order to help the Chatbot's system to understand two issues that have the same meaning but not necessarily the same wording. The system shall then convert the inserted questions into a conversational agent.

4.   The Chatbot can be installed on the User's website and/or application by making a copy and paste of the script provided in the User account's settings. To install it on your Facebook page, the User must connect on Facebook and select its Facebook page.

5.   On the user account, the User can access to the following functionalities:

a. adaptation of the frequently asked questions;

b. creation/adaptation of shortcut words, allowing the User to associate words that are relevant with each question. These keywords trigger a response from the bot without requiring user to type in a complete phrase or question;

c. creation/adaptation of a synonym list, in order to help the User's Chatbot to be more powerful as it will recognize the synonyms of a word in a sentence from the frequently asked questions;

d. consultation of the "tickets", i.e. the database of the frequently asked questions provided by the User and unanswered questions that the bot received from users as open ticket;

e. creation/adaptation of the conversation flow;

f. test of the Use's Chatbot;

g. adaptation of the Chatbot's setting;

h. access to the User's invoices;

i. access to the User's subscription plan, and the possibility to adapt it;

j. chat history;

k. analytics.

6.   Any information entered by the User and saved on its account is certified by the User to be true and sincere, and the User undertakes to immediately notify FAQBOT of any change to that information. The User therefore undertakes to keep its information up-to-date, true and sincere at any time. When a User signs up with a new account, it is required to provide complete, correct information and to keep that information up-to-date at any time. Any failure to comply with that requirement constitutes a violation of these Terms and may result in the immediate termination of the User's subscription, without any notice nor compensation.

7.   The User undertakes to use the Services in accordance with Terms and especially:

a. in accordance with the laws applicable in Belgium and in any country where the User is present or represented;

b. to respect the terms of the license granted under section 3;

c. to respect other people's rights and particularly not to use the Chatbot and the Services in a manner that violates or infringes someone else's rights of publicity, privacy, copyright, trademark or other intellectual-property right, bullies, harasses or intimidates, defames, or spams other people;

d. not to divert the Chatbot and the Services from their original purpose;

e. not to copy, adapt, modify, translate, adjust, distribute, decompile, or in any other manner make any changes to the Services and the Chatbot or commercialize them, nor to make derivative works based on them.

8. The User undertakes to add the following paragraph in its terms and conditions and to make sure every customer using the Chatbot on the User's website has validly accepted the aforementioned terms and conditions: « *This website uses a chatbot, a conversational agent creation software, provided by FAQBOT SA (hereafter: "Faqbot"), aiming at enhancing customer supports and customer relationship (hereafter: "Chatbot"). The Chatbot automatically answers to frequently asked questions imported by [name website owner] into Faqbot's system. The answers given by the Chatbot are thus [name website owner's] responsibility and you agree and recognize that Faqbot cannot be held liable in relation to these answers. The information generated by the Chatbot will be transmitted to and stored by Faqbot. This information can possibly contain personal data within the meaning of the applicable data protection legislation. With respect to the processing of this personal data, Faqbot shall act as a data processorwhile, [name website owner] shall remain the data controller. The concerning personal data shall be processed according to the applicable data protection legislation as well as [name website owner]'s Privacy Policy that you can consult here (insert link).* »

Article 3: Property Rights

1. All components of the Services and any other element connected with the services provided in the framework of the Terms and more globally with the activities of FAQBOT (including but not limited to the used software, source codes, visual interfaces, graphics, design, firmware, layout, text, logos, photographs, drawings, images, sound, databases, names, trademarks and domain names) (hereinafter referred to as the "Components")are protected by copyright, other intellectual property rights including trademarks and/or other laws.

2. All relevant property rights, including intellectual property rights (copyright, trademarks, database rights, design rights, etc.) relating to the Components belong to FAQBOT or are included in the Services with the authorization of the owner of the relevant rights.

3. FAQBOT hereby grants the Users a non-exclusive, revocable, non-transferable, non-sublicensable license to use the Services for their use in accordance with these Terms during the duration of subscription. FAQBOT reserves the right to amend, withdraw or terminate the Services, at any time and for any reason. Upon such withdrawal or termination, the rights and licenses granted to the Users shall terminate and they will be obliged to cease all use of the Services.

4. Nothing in the Terms shall be construed as a waiver of any intellectual property of FAQBOT, including the copyright, trademarks, know-how, patents and sui generis right on the Components.

5. No component of the Chatbot itself, nor the data and information provided via the Chatbot may be stored (other than required in order to use the Chatbot), or reproduced, reverse engineered, decompiled, disassembled, modified, translated, rendered public, distributed, rented out, sold, transferred to others or in any way used without the prior written authorization of FAQBOT.

Article 4: Duration

1. At the creation of the personal account, a free-trial period of 14 days is granted to the User. At the end of the trial period, user have the choice to subscribe and pay for FAQBOT services by adding a payment method to their account or to stop using the services.

2. The User can choose to subscribe to Chatbot on a monthly or yearly basis.

3. The User can terminate the subscription at any time. However:

   a. In case of cancellation prior to the term of the subscription, the User is still required to pay the monthly Subscription Fees until the end of the period for which it has subscribed;

   b. Failure to cancel the subscription within 1 month prior to the end of an annual subscription, or 7 days prior to the end of a monthly subscription shall result in the automatic renewal of the subscription for a duration equal to the initial duration.

4. Each Party shall have the right to terminate the subscription at any time, without notice or indemnity, by giving written notice to the other Party (the « Defaulting Party ») on the date following the notification, in the event of a breach by the Defaulting Party of any of its obligations under the Terms, provided that such Party has failed to remedy such default within fifteen (15) calendar days following the formal notice by email.

Article 5: Payment online via credit card or billing

1. The User can subscribe to different pricing plans depending on (i) the number of monthly visitors of the User using the Chatbot; and (ii) the duration of the subscription (monthly or yearly subscription). An overview is available at the following address https://FAQBOT.co/pricing. The subscription fee includes all costs, charges and taxes (including VAT) (hereafter: "Subscription Fee").

2. The Subscription Fee is determined by FAQBOT at the time the User enters the subscription. FAQBOT reserves the right to make changes to the price of the subscription at any time during the period of the contract. In that event, the FAQBOT shall notify the User by email at the email address provided at the creation of the account, and the User shall have the right to immediately terminate the subscription.

3. The Subscription Fee will be invoiced upon subscription and subsequently on a monthly or annual basis, it being understood that the invoices shall be payable by the User within fifteen (15) days of the invoice date.

4. In case of default of payment by the User:

   a. FAQBOT reserves the right to terminate the Subscription in compliance with article 4.4. ;

   b. the User shall automatically and without any notice to this effect, be in default and a contractual interest at the rate of 1% per month shall become due. In addition to this contractual interest, the User shall automatically and without any notice be liable to pay a fixed and irreducible compensation of 10% payable on the outstanding amount, with a minimum of ten euros (EUR 10), notwithstanding the delay interest or any other potential charges or legal fees. Non-payment on the due date of a single invoice shall make the balance of all other invoices owed, even those not yet due, immediately due

and payable by law. Complaints are not such that they suspend any payment obligations with regard to other deliveries.

Article 6: Liability

1. Except as otherwise provided, FAQBOT and its subcontractors (including but not limited to all suppliers of equipment and technology), directors, subsidiaries, associates, representatives, contractors and employees shall in no event be held liable in respect to any performance of any general terms thereof, any negligence or any other form of liability notably for:

   (a) any error, interruption of use, loss, inaccuracy, alteration of data, loss of profits;

   (b) any malfunction of the Services;

   (c) any incidental damage, special or consequential damages;

   (d) any aspect of the Services that is beyond the reasonable control of FAQBOT, including in particular those related to the Internet, network problems, hacking, viruses or malicious acts;

   (e) any decision or action that would be taken by the Users, or its customers, on the basis of information provided by the Services and/or on the Chatbot, nor is it responsible for any errors or mistakes of the Users or its customers based on the information on the Chatbot.

   (f) any permanent or temporary damage or defaults of the computer equipment or data from the User during or after the use of the Services;

   (g) any (i) unauthorized or improper use of the Services; or (ii) any modification of the Services by anyone other than FAQBOT.

2. For the realization of the Services, FAQBOT is using, to the reasonably largest extent, the most modern available techniques. However, FAQBOT cannot be held responsible for the (temporary) failure or any malfunctioning or maintenance work on - or of - the Services. FAQBOT can therefore not accept any responsibility whatsoever for unavailability of the Services, or any difficulty or inability to access content or any other communication system failure which may result in the Services being unavailable. FAQBOT will also not be responsible for any support or maintenance for the Services.

3. The foregoing does however not apply should such damage be the direct result of fraud, gross negligence or willful misconduct of FAQBOT in the performance of the Terms, or any other liability to the extent that it cannot be conventionally excluded or limited.

4. The User bears sole liability for:

   (i) the use of Chatbot and Services;

   (ii) the development of its own tool with the use of Chatbot;

   (iii) the accuracy of the data and content entered into the Chatbot by the User;

   (iv) any change made to the Chatbot and how the Chatbot interacts with the User's target audience.

5. The content of the Chatbot is the sole responsibility of the person or organisation that submitted it. Although FAQBOT reserves the right to review or remove all content that

appears on the Chatbots, FAQBOT does not necessarily review all of it. So FAQBOT can't – and doesn't – take responsibility for any content that others provide through the Chatbot.

6.   The User agrees to compensate FAQBOT in from and against every claim, liability, damage, loss, and expense, including reasonably foreseeable attorneys' fees and costs, arising out of or in any way connected with: (a) use or alleged use of the Chabot; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy, right; or (d) any dispute or issue between you and any third party. If, at FAQBOT's request, you permit FAQBOT, to assume the exclusive defense and control of any matter for which you are required to compensate us under this paragraph (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

7.   The User shall be responsible for obtaining and maintaining ancillary equipment and services required to connect to, access or use the Services, including, without limitation, modems, computer, hardware, servers, software, operating systems, networks, web servers and other (collectively, the « Equipment »). The User shall be responsible for maintenance and security of the Equipment, the User account, passwords (including, without limitation, administrative and user passwords), files and any usage of the User account or Equipment, with or without knowledge or consent of the User.

Article 7: Warranty

1.   FAQBOT shall use reasonable efforts in accordance with industry standards to ensure care and maintenance of the Services in a manner that minimizes errors and interruptions of the Services and commits to provide the Services in a professional manner and according to the rules of the art. The Services may be temporarily unavailable for maintenance.

2.   FAQBOT does not warrant that the Services and the Chatbot will be uninterrupted or free of error and will not give any guarantees concerning the results that may be obtained from the use of the Services and Chatbot. Except as otherwise provided in this section, the Services are provided "as is" and on an "as available" basis and FAQBOT disclaims all warranties, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

3.   To the extent permitted by law, FAQBOT disclaims all warranties of any kind, except as expressly provided in the Terms, whether express or implied, relating to the Services, Chatbot, accessories, and all materials, including: (a) any implied warranty of merchantability, fitness for a particular purpose; and (b) any warranty arising out of course of dealing, usage, or trade. FAQBOT does not warrant, except as expressly provided in the Terms, that the Services, Chatbot, accessories, or any portion of the Services, Chatbot, or any materials, will be uninterrupted, secure, or free of errors, viruses, or other harmful components, and do not warrant that any of those issues will be corrected.

Article 8: Force majeure

1.   In the event of a force majeure, the Parties may suspend the subscription during the period the force majeure subsists, or terminate the subscription if the force majeure persists for more than sixty (60) days, without any compensation being owed.

2.   Each Party shall notify the other Party in writing of the particular circumstances regarding the force majeure and shall do its best to remedy the situation.

3. For the purposes of the contract, « force majeure » shall be deemed to be what is generally considered by the case law of Belgian courts in this respect, and in particular any event beyond the express will of the Parties which prevents the normal execution of the contract, including a total or partial strike within or outside the company, lock-outs, exceptional weather conditions, epidemics, blocking distribution or stocking for any reason, earthquake, fire, storm, flood, water damage, freezing of computer systems or telecommunication, theft, ….

Article 9: Confidentiality

1. Each Party shall (i) keep all information it receives from the other Party confidential, and in particular (ii) not disclose the confidential information of the other Party to any third party, other than employees or agents who need to know them; and (iii) not use the confidential information of the other Party for any other purpose than to exercise its rights and to fulfill its obligations under the Terms.

2. Notwithstanding the foregoing, no Party shall be bound by the confidentiality set forth in precedent paragraph with respect to information that (i) would have fallen or would fall into the public domain irrespective of fault by the receiving Party, (ii) would be developed independently by the receiving Party, (iii) would be known to the receiving Party before the other Party discloses it to him, (iv) would be legitimately received from a third party not submitted to an obligation of confidentiality, or (v) should be disclosed by law or by court order (in which case they shall only be disclosed to the extent required and after having notified the Parties thereof in writing).

3. The Parties' obligations regarding confidential information shall remain effective for the full term of the contract and for so long, after the term, as the information concerned shall remain confidential to the disclosing Party and, in any event, for a period of three (3) years after termination of the Terms.

4. Each party shall return all copies of documents and material containing confidential information of the other Party, as of the termination of the contract, whatever the cause.

5. The Parties shall ensure that these provisions are respected by their personnel and by any agent or third party who might be involved in any capacity in the framework of the Terms.

Article 10: General provisions

1. The Terms contain all the obligations of the Parties, in relation to their scope, and shall supersede all previous contracts and agreements, both written and oral, in relation to their subject.

2. The lack of enforcement by FAQBOT of any provision of these Terms or not undertaking any action with respect to a User of the Services in the event of a possible breach of any provision, cannot be interpreted as a waiver of claim or right in respect of any provision in the context of a possible future infringement by a User.

3. If any provision of these Terms should be considered wholly or partly illegal, invalid or unenforceable under applicable law, that provision will no longer be part of these Terms. The legality, validity and binding nature of the other provisions of these Terms shall remain unaffected.

4. The User may not assign the subscription or sublicense the Services in any way, including by merging, spinning off, or providing capital, except as expressly authorized in writing by FAQBOT.

Article 11: Competent Court and Applicable Law

1. These Terms shall be governed by - and construed in accordance with - the Belgian legislation.

2. The competent courts for disputes regarding these Terms shall be the courts of Mons (Tribunaux de l'arrondissement judiciaire du Hainaut, Division MONS), unless otherwise imposed by mandatory statutory provisions.