HAL

A Cloud Frontier ApS · CVR 37174181 · Aalborg, Denmark

Terms of Service

Effective date: 29 October 2026

These Terms of Service ("Terms") govern your access to and use of the HAL software-as-a-service platform available at gethal.ai (the "Service"), provided by A Cloud Frontier ApS, CVR no. 37174181, with registered address at Ivigtutvej 2, 9210 Aalborg SØ, Denmark ("Hal", "we", "us").

By creating an account, signing an order form, or otherwise using the Service, the legal entity you represent (the "Customer", "you") agrees to these Terms. If you do not agree, do not use the Service.

1. The Service

1.1 HAL is an autonomous sales-pipeline agent that discovers, researches, qualifies, and drafts outreach to potential business contacts on behalf of the Customer.

1.2 The Service is provided on a non-exclusive basis. We may update features, interfaces, and underlying models from time to time, provided such changes do not materially reduce the core functionality of the Service.

1.3 The Service relies on artificial intelligence and third-party data sources. Outputs (including company research, contact details, qualification scores, and drafted emails) may contain inaccuracies, omissions, or hallucinations. The Customer is solely responsible for reviewing all outputs before relying on them, sending any communication, or taking any business decision based on them.

1.4 **Customer is the sender.** HAL drafts email content; the Customer (or its authorised users) decides whether and when to send. When an email is sent, the Customer is the sender of record and takes full responsibility for the recipients, the content, and compliance with applicable law.

2. Accounts and Eligibility

2.1 The Service is offered exclusively to businesses and legal entities acting in a commercial capacity. It is not intended for consumers, and the Danish Consumer Contracts Act ("Forbrugeraftaleloven") does not apply.

2.2 You represent that (a) you are duly authorised to bind the Customer entity to these Terms, (b) the Customer is not established in, and you will not use the Service from, a jurisdiction subject to comprehensive sanctions, and (c) all information you provide is accurate.

2.3 You are responsible for maintaining the confidentiality of account credentials and for all activity under your account.

3. Acceptable Use

3.1 You must not use the Service to:

- (a) send unsolicited communications in violation of applicable law, including the GDPR, the ePrivacy Directive, Denmark's Marketing Practices Act ("Markedsføringsloven"), the US CAN-SPAM Act, Canada's CASL, or equivalent laws;
- (b) contact individuals who have opted out, unsubscribed, or otherwise objected to receiving communications from you;
- (c) process personal data of data subjects for which you do not have a valid legal basis;
- (d) harass, defame, deceive, or harm any person or organisation;
- (e) scrape, replicate, reverse-engineer, or extract the Service or its underlying models, or use the Service to build a competing product;
- (f) upload malicious code, attempt to gain unauthorised access, or interfere with the Service's integrity or performance;
- (g) use the Service in regulated sectors (e.g. adult content, gambling, firearms, cryptocurrency promotion to retail consumers) without our prior written consent.

3.2 You remain responsible for the content of all communications drafted, scheduled, or sent using the Service, including compliance with opt-out and identification requirements.

3.3 We may suspend or terminate access without notice if we reasonably believe you are in material breach of this section.

4. Credits and Payment

4.1 **Prepaid credit model.** The Service operates on a prepaid credit basis. You purchase credits in advance, denominated in euros (EUR), and consume them as you use the Service. Each billable action (for example, an opportunity added to the pipeline, a drafted email, or a sent email) debits credits from your balance at the rates published at gethal.ai/#pricing.

4.2 **Signup credit.** New accounts receive €10 in free signup credit, subject to fair-use limits. We may limit, reduce, or refuse signup credit to accounts we reasonably consider abusive, duplicative, or fraudulent. Signup credit has no cash value and is forfeited on termination.

4.3 **Top-ups.** You may top up your credit balance at any time via the payment methods we make available. Credits are non-transferable between accounts.

4.4 **Metering.** Consumption is metered by our systems. Our records are deemed conclusive absent manifest error. Your current balance and consumption history are available in the account dashboard.

4.5 **Insufficient balance.** Where your balance is insufficient to perform a requested action, the Service may pause or decline that action until you top up. We have no obligation to provide the Service on credit.

4.6 **No refunds on consumed credits.** Credits that have been consumed are non-refundable, including where you are dissatisfied with the output of the Service, where the Service produces inaccurate results, or

where you terminate your account. This reflects that consumption directly corresponds to costs we incur to serve you.

4.7 **Unused credits on termination.** On termination or account closure (whether by you or by us), any remaining unused credit balance is forfeited and is not refundable, except where refund is required by mandatory law.

4.8 **Taxes.** All prices are exclusive of VAT and other applicable taxes, which will be added where due. VAT invoices for top-ups are issued in accordance with Danish tax rules.

4.9 **Price changes.** We may change the price list (i.e. the credit cost of billable actions) with 30 days' prior notice by email or in-app notice. Changes apply to consumption occurring after the notice period; credits already in your balance retain their EUR value.

5. Customer Data

5.1 "Customer Data" means data, content, and instructions you or your users submit to the Service, and outputs generated for you by the Service.

5.2 As between the parties, the Customer retains all rights in Customer Data. You grant Hal a worldwide, non-exclusive, royalty-free licence to host, process, and transmit Customer Data solely to provide the Service to you.

5.3 **Personal data of third parties.** Where Customer Data includes personal data of third parties (e.g. prospects, leads, contacts), the Customer acts as data controller and Hal acts as data processor. The processing is governed by the Data Processing Agreement ("DPA") available at gethal.ai/legal, which forms an integral part of these Terms. You are solely responsible for ensuring that you have a valid legal basis under the GDPR for instructing Hal to process such personal data.

5.4 **No training, no secondary use.** We do not use Customer Data to train any artificial-intelligence models, neither our own nor those of third-party providers. We do not use Customer Data for analytics, benchmarking, research, or any purpose other than operating the Service for you and complying with law.

6. Intellectual Property

6.1 Hal and its licensors retain all right, title, and interest in and to the Service, including the underlying software, models, documentation, and any improvements or derivatives. No rights are granted except as expressly set out in these Terms.

6.2 Feedback you provide about the Service may be used by Hal without restriction or compensation.

7. Confidentiality

7.1 Each party will protect the other's non-public information disclosed in connection with the Service ("Confidential Information") with the same degree of care it uses for its own confidential information, and no less than reasonable care.

7.2 Confidential Information may be used only to perform under these Terms and disclosed only to personnel and advisors bound by equivalent confidentiality obligations. The obligation does not apply to

information that is public, independently developed, lawfully received from a third party, or required to be disclosed by law.

8. Warranties and Disclaimers

8.1 **Best-effort basis.** Hal will provide the Service with reasonable skill and care, on a commercially reasonable, best-effort basis. No specific uptime, availability, throughput, or response-time level is guaranteed. The Service may be unavailable from time to time due to maintenance, third-party dependencies, or other factors beyond our control.

8.2 **Support.** Standard support is provided at Hal's discretion, by email, on a best-effort basis. No minimum response time is guaranteed. Dedicated support arrangements may be offered under a separate enterprise agreement.

8.3 **"As is".** Except as expressly stated, the Service is provided "as is" and "as available". To the maximum extent permitted by law, Hal disclaims all other warranties, express or implied, including merchantability, fitness for a particular purpose, non-infringement, and any warranty as to the accuracy, completeness, or reliability of AI-generated outputs.

8.4 You acknowledge that AI systems can produce incorrect, biased, or fabricated information, and that you must independently verify outputs before acting on them.

9. Limitation of Liability

9.1 Nothing in these Terms limits liability that cannot be limited under mandatory Danish law, including liability for intentional misconduct or gross negligence.

9.2 Subject to clause 9.1, neither party is liable for indirect, consequential, special, incidental, or punitive damages, loss of profits, loss of revenue, loss of goodwill, loss of anticipated savings, or loss or corruption of data.

9.3 Subject to clause 9.1, Hal's aggregate liability arising out of or in connection with these Terms in any 12-month period is capped at the total amount paid by the Customer to Hal in credits in the 12 months immediately preceding the event giving rise to the claim.

9.4 **Outreach liability.** Because the Customer decides whether, when, and to whom to send communications drafted with the Service (clause 1.4), the Customer is solely liable for any claim arising from such communications (including claims under GDPR, ePrivacy, anti-spam laws, defamation, or contract), and Hal bears no liability for them.

10. Indemnification

10.1 The Customer will defend and indemnify Hal against any third-party claim arising from (a) Customer Data, (b) the Customer's use of the Service in breach of these Terms or applicable law, including unlawful outreach or non-compliant processing of personal data, or (c) communications drafted, scheduled, or sent using the Service.

11. Term and Termination

11.1 These Terms start on the effective date and continue until terminated.

11.2 **Termination by you.** You may stop using the Service and close your account at any time, without notice, via the account dashboard or by writing to us. Any unused credits in your balance are forfeited under clause 4.7.

11.3 **Termination by Hal.** We may terminate or suspend the Service immediately on written notice if you (a) commit a material breach of these Terms (including the Acceptable Use provisions), (b) fail to maintain a sufficient credit balance for a prolonged period, or (c) become insolvent, enter into reconstruction, or cease to carry on business.

11.4 **On termination.** When your account is terminated or closed:

- (a) your access to the Service ends immediately;
- (b) Customer Data is deleted without undue delay, except where we are required to retain specific data by law (notably billing and tax records, which we retain for 5 years as required by the Danish Bookkeeping Act);
- (c) unused credits are forfeited under clause 4.7.

Before closing your account, you are responsible for exporting any Customer Data you wish to keep. Deletion is irreversible; backups containing deleted Customer Data expire within 7 days.

11.5 Clauses that by their nature should survive termination (including 4.6, 4.7, 5, 6, 7, 8.3, 9, 10, and 13) will survive.

12. Changes to the Terms

12.1 We may amend these Terms with 30 days' prior notice by email or in-app notice. If you do not accept the amended Terms, you may stop using and close your account before they take effect; continued use after the effective date constitutes acceptance.

13. Governing Law and Disputes

13.1 These Terms are governed by the laws of Denmark, excluding its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods.

13.2 Any dispute arising out of or in connection with these Terms will be submitted to the exclusive jurisdiction of the Court of Aalborg ("Retten i Aalborg") as court of first instance.

14. Miscellaneous

14.1 **Entire agreement.** These Terms, together with the DPA and any order form, constitute the entire agreement between the parties and supersede all prior agreements on the same subject.

14.2 **Assignment.** You may not assign these Terms without our prior written consent. We may assign to an affiliate or in connection with a merger, acquisition, or sale of assets.

14.3 **Force majeure.** Neither party is liable for failure to perform due to events beyond its reasonable control.

14.4 **Severability.** If any provision is held invalid, the remaining provisions remain in effect.

14.5 **Notices.** Notices to Hal must be sent to jan.verdier@acloudfrontier.com. Notices to the Customer are sent to the email address on the account.

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