

# Terms and Conditions

**Last Updated:** May 29, 2025

*(These Terms and Conditions, or “Terms”, govern your access to and use of the Filterly Service. By registering an account or using the Service, you agree to be bound by these Terms. Please read them carefully.)*

## 1. Acceptance of Terms

By accessing or using Filterly (“the Service”), you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions, as well as our Privacy Policy (which is incorporated herein by reference). If you do not agree with these Terms or the Privacy Policy, you must not use the Service. These Terms constitute a legally binding agreement between you and Filterly (referred to as “**we**”, “**us**”, or “**our**”). If you are using the Service on behalf of an organization, you represent that you have the authority to bind that organization to these Terms.

You must be at least 13 years old (or the minimum legal age in your country to form a binding contract, if higher) to use Filterly. If you are under 18, you represent that you have your parent or guardian’s permission to use the Service and that they have reviewed and agreed to these Terms on your behalf. The Service is not intended for users under the age of 13.

## 2. Account Registration and Security

To use Filterly, you may need to create an account. You agree to provide true, accurate, and complete information during registration and to keep your account information updated. You can register either by providing an email address and creating a password, or by using an OAuth login through third-party providers like Google or X (Twitter).

- **Account Responsibility:** You are responsible for maintaining the confidentiality of your account credentials, including any passwords or OAuth tokens. **You agree not to share your account** or transfer it to others. You must promptly notify us at [nico@filterly.ai](mailto:nico@filterly.ai) if you suspect any unauthorized access to or use of your account.
- **Account Security:** You are responsible for all activities that occur under your account. We recommend using a strong password and enabling any available security features. Filterly will not be liable for any loss or damage arising from your failure to protect your login credentials.

- **Multiple Accounts:** Unless expressly permitted by us, you agree not to create multiple accounts for the purpose of abusing the Service or exceeding usage limits.
- **OAuth Login:** If you choose to register or log in via a third-party service (Google, X/Twitter, etc.), we will obtain certain information from those accounts as described in our Privacy Policy. You are responsible for complying with those third-party accounts' terms of use when using them to access Filterly. We have no control over the functionality or availability of third-party login services and are not responsible if they change or discontinue their service, which may affect your ability to log in through them.

### 3. The Service and Credits System

Filterly is a Software-as-a-Service platform that analyzes user-provided communications (such as emails and direct messages) using artificial intelligence to generate scores or insights. The Service operates on a credit-based system:

- **Credits Allocation:** Upon signing up, you may receive a certain number of free credits to use the Service. Each credit generally corresponds to the processing/analysis of one message (for example, analyzing one email or one direct message consumes one credit). The specifics of credit usage (e.g., how many credits per analysis or any differences based on content length) will be described within the Service.
- **Purchasing Credits:** Once you exhaust your initial or previously purchased credits, you will need to buy additional credits to continue using the analysis features of Filterly. Credits can be purchased in packages (for example, 100 credits, 500 credits, etc.) or via a subscription plan if offered. When making a purchase, you agree to pay the stated fees for the credits (and any applicable taxes or charges) and to abide by any additional terms presented to you at the time of purchase.
- **Credits Usage:** Credits purchased or granted to you are tied to your account and are generally not transferable to other users or accounts without our permission. Credits have no monetary value outside of Filterly and are not refundable for cash (except as required by law). We reserve the right to set limitations on credit usage, such as daily caps or maximum stored credits, to prevent abuse and ensure fair use of the Service by all users.
- **No Expiration of Paid Credits:** Any credits you purchase will not expire as long as your account remains active, *unless otherwise specified* at the time of purchase. However, free or promotional credits may be subject to expiration dates or usage limitations, which will be communicated if applicable.

- **Pricing and Changes:** Prices for credit packages or subscriptions are as listed at the time of purchase and are subject to change. Filterly reserves the right to change the pricing of credits or introduce new fees for additional features. If we do so, we will provide advance notice of pricing changes via the Service or email. Price changes will not affect previously purchased credits (i.e., those already paid for), but new purchases after the effective date of change will be at the new prices.

## 4. Payment Terms

When you purchase credits or any paid service from Filterly, the following terms apply:

- **Payment Processing:** Payments are processed via our third-party payment processors (such as Stripe, PayPal, or others). By providing payment information, you authorize us and our payment processors to charge the applicable payment method for the purchase amount. All billing information you provide must be current, truthful, and accurate. We do not store your full payment card details on our servers; such information is handled securely by the payment processor.
- **Taxes:** Stated prices for credits or services may not include taxes. You are responsible for any applicable taxes, levies, or duties imposed by taxing authorities, and any such amounts (if applicable) will be added to the charge.
- **Invoices and Receipts:** Upon successful purchase, we (or our payment processor) will provide a confirmation, receipt, or invoice via email or through your account. It is your responsibility to keep a copy of these for your records.
- **Refund Policy:** All purchases of credits or paid subscriptions are **final and non-refundable**, except where required by law or at our sole discretion. For example, if you experience a technical issue that results in an incorrect billing or if credits were not delivered properly, contact our support and we may, at our discretion, provide a refund or credit adjustment. We reserve the right to refuse a refund if we find evidence of fraud, abuse, or violation of these Terms.
- **Payment Failures:** If your payment method fails or your account is past due, we may suspend or revoke your access to paid features or credits until payment is successfully processed. If you are on a subscription plan and a payment fails, you must provide a new eligible payment method promptly to continue using the Service without interruption.
- **Promotions and Free Trials:** Filterly may occasionally offer promotional credits, discounts, or free trial periods. Such offers are subject to the terms outlined at the time they are provided and may be terminated or modified by us at any time. Free trial users are still bound by these Terms. After a free trial ends, if you continue to use the Service,

you may be required to purchase credits or subscribe to a paid plan.

## 5. User Content and Data Use

Our Service involves processing content that **you provide or authorize us to access**. This includes emails, direct messages, attachments, and any other text or data you submit for analysis, as well as your personal preferences or settings. By providing User Content to Filterly, you agree to the following:

- **Your Ownership:** You retain all rights to *your own content* that you input or connect to Filterly. We do not claim ownership over the actual text of your emails, messages, or other personal data you provide. These Terms do not grant us any ownership of your content, except for the rights needed to operate the Service.
- **License to Filterly:** You grant Filterly a worldwide, non-exclusive, royalty-free license to access, use, store, reproduce, and process your content **solely for the purpose of operating and providing the Service**. This means, for example, we have your permission to retrieve your emails/DMs and feed them into our algorithms, to temporarily store copies in memory or databases, and to display the analysis results to you. This license is only for the duration necessary to fulfill those purposes and ends when you delete the content or terminate your account (allowing for reasonable time for backups to purge as described in our Privacy Policy).
- **Your Responsibility for Content:** You represent and warrant that you have the right to upload or provide any content that you submit to Filterly and to grant the above license. If you connect third-party accounts, you confirm that doing so and allowing Filterly to access that data does not violate those third-party terms or any applicable law. **You are solely responsible for the content you provide** and the consequences of analyzing or sharing it through our Service. This includes ensuring that your content does not include any information that you do not have the rights or permissions to use (for example, proprietary or personal information of others, if you do not have consent or legal right to use it).
- **Prohibited Content:** You agree not to use the Service to upload or process any content that is illegal, defamatory, infringing, or otherwise violates these Terms (see **Acceptable Use** below for more restrictions). We are not obligated to monitor content, but we reserve the right to remove or disable access to any content for any reason, including if we reasonably believe it violates these Terms or applicable law.
- **Third-Party Accounts:** If you link a third-party account (such as Google for email or X for messages) to Filterly, you authorize us to communicate and integrate with that service on your behalf. For example, with your permission, Filterly will fetch your emails

from your email provider or retrieve your direct messages from X. Your use of those third-party services is governed by their own terms and privacy policies. Filterly is not responsible for any issues arising from those services; we only access your data from them as a facilitator per your instructions. You can disconnect a third-party account from Filterly at any time via our settings, which will stop our access to new data from that account. Keep in mind that disconnecting does not automatically delete data already retrieved; if you want us to remove previously processed content, you may delete it within Filterly or request account deletion as outlined in the Privacy Policy.

- **Use of Collected Information:** We use the information we collect to provide, operate, and improve our services. This includes scoring messages for relevance, notifying users of high-priority content, and personalizing the user experience. As part of our message analysis, you agree that Filterly may process your content through third-party AI services (e.g., OpenAI, Google Gemini) for scoring and classification purposes.
- **Compliance:** Our use and transfer of information received from Google APIs will adhere to the Google API Services User Data Policy, including the Limited Use requirements.
- **Feedback:** Any feedback, suggestions, or ideas you provide to us regarding Filterly (“Feedback”) is entirely voluntary. You agree that Filterly may use such Feedback for any purpose without obligation to you, and you irrevocably assign any intellectual property rights in that Feedback to us. This helps us improve the Service.

## 6. Acceptable Use and Conduct

We strive to maintain a respectful, lawful, and fair environment for all users. By using Filterly, you agree to abide by the following rules and **not** to misuse the Service:

- **Lawful Purposes:** You will not use Filterly for any purpose that is unlawful or prohibited by these Terms. You agree to comply with all applicable laws and regulations, including privacy laws and intellectual property laws, when using the Service.
- **Unauthorized Access:** You must not attempt to gain unauthorized access to any portion of the Service, other user accounts, or any systems or networks connected to Filterly through hacking, password mining, or any other illegitimate means. You may not probe, scan, or test the vulnerability of the Service or any network connected to it, nor breach

security or authentication measures.

- **Interference:** You will not interfere with or disrupt the proper functioning of Filterly. This includes not introducing viruses, worms, malware, or any other harmful code into the Service, and not launching any automated system (such as a bot or script) that excessively requests data or saturates the Service beyond what is reasonable for an individual user.
- **No Resale or Exploitation:** You may use Filterly for your personal or internal business purposes in accordance with these Terms. You agree not to reproduce, duplicate, copy, sell, trade, resell, or exploit any portion of the Service (including your Filterly account or credits) for any commercial purpose outside the scope of what is expressly permitted.
- **Content Restrictions:** You will not upload, transmit, or share content via Filterly that: (a) is illegal, harmful, threatening, defamatory, obscene, abusive, invasive of another's privacy, or otherwise objectionable; (b) infringes upon any party's intellectual property or other rights; (c) contains personal data of others that is shared without proper authority or consent; or (d) you do not have the right to provide.
- **Spam and Misuse:** You will not use Filterly to distribute unsolicited or unauthorized advertising or promotional material, junk mail, spam, chain letters, pyramid schemes, or any other form of such solicitation. Our Service is for analyzing content, not sending it; you should not misuse analysis outputs in ways that could be considered spamming others.
- **AI Output Use:** If the Service provides any AI-generated scores, summaries, or recommendations based on your content, you agree to use these outputs responsibly. You will not present AI-generated content from Filterly as factual or certain where it is meant to be assistive or probabilistic. (For example, if Filterly scores the importance of emails, that score is an opinion provided by AI – you should not treat it as an absolute truth, especially if it might affect others.)
- **No Reverse Engineering:** You must not attempt to reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying algorithms of Filterly, except to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- **Fair Usage:** We may establish general practices and limits concerning use of the Service, such as limits on storage or processing of data (for example, maximum size of an email that can be processed, or rate limits on API calls if we provide an API). You agree to comply with any such limits. Excessive or abusive usage (e.g., using the Service in a way that could impair others' ability to use it or that exceeds typical patterns)

may result in temporary or permanent suspension of your access.

Violation of the above Acceptable Use provisions may result in immediate termination or suspension of your account without notice, and may subject you to legal consequences. Filterly reserves the right (but not the obligation) to investigate any violation of these Terms or misuse of the Service and to take appropriate action.

## 7. Intellectual Property Rights

Filterly and its contents (excluding the content provided by users) are protected by intellectual property laws.

- **Our IP:** All rights, title, and interest in and to the Filterly Service and all materials provided by Filterly (including but not limited to software, code, algorithms, design, text, graphics, logos, trademarks, and any AI models or outputs we provide as part of the Service) are the property of Filterly or its licensors. Filterly retains all intellectual property rights that are not expressly granted to you. These Terms do not grant you any rights to use the “Filterly” name or any of the trademarks, logos, domain names, and other brand features.
- **License to Use the Service:** Subject to your compliance with these Terms, Filterly grants you a limited, revocable, non-exclusive, non-transferable license to access and use the Service for your personal or internal business purposes. This license is solely for you to use the Service as intended, and in no way grants you any ownership of our intellectual property or the right to exploit it outside the Service. You may not copy, modify, distribute, or create derivative works based on our Service (or any part of it) unless we have given you explicit written permission.
- **Third-Party IP:** The Service may display or include content, software, or services from third parties (for example, integration logos or content retrieved from third-party accounts). All rights in third-party content belong to their respective owners, and any use of such content is subject to those owners’ terms. You agree to only use third-party content obtained through Filterly in ways that are allowed by both these Terms and the originating third-party’s terms.
- **User Content in IP:** We do not use your trademarks, logos, or brand names publicly without your permission. However, you grant us the right to use and display your content as needed to provide the Service (as covered under “License to Filterly” in the User Content section). We will not make your private content public or use it in our marketing without your consent. If you choose to share any analysis or output from Filterly in a public way, that is your choice and responsibility.

- **Feedback IP:** As stated in the User Content section, any Feedback (suggestions or ideas) you voluntarily provide about Filterly may be used by us without obligation. You agree that we may have similar ideas internally and that you are not entitled to compensation or acknowledgment for any idea or feature implemented based on Feedback.

## 8. Term and Termination

These Terms will remain in full force and effect so long as you continue to access or use the Service.

- **User Termination:** You may stop using the Service at any time. You may also delete your Filterly account at any time if you wish to terminate this agreement (instructions for deletion are provided in the account settings or you can contact support). Terminating your account will disable your access to the Service and may delete your data as described in the Privacy Policy.
- **Suspension or Termination by Filterly:** We reserve the right to suspend or terminate your access to the Service (or certain features of the Service) at any time, with or without notice, for any of the following reasons: (a) if you violate any provision of these Terms or our Privacy Policy; (b) if we suspect that you are using the Service in a manner that could cause us legal liability or disrupt others' use of the Service; (c) if we are investigating suspected misconduct; (d) if you fail to pay any fees owed for the Service (if applicable); or (e) if we choose to discontinue the Service (in which case we will give you reasonable advance notice if possible).
- **Effect of Termination:** Upon termination of your account, whether by you or us, your right to access and use the Service will immediately cease. We will make data available for you to export for a brief period (if you have not violated the Terms), but thereafter we may delete your content and account information, except to the extent we are required or permitted to retain it under the Privacy Policy (e.g., for legal compliance or to resolve disputes). Any licenses you granted to us for your content will end, except to the extent residual copies are retained in backups as noted.
- **Outstanding Fees:** If your account is terminated due to a breach of these Terms or if you voluntarily close your account, you are not entitled to a refund of any unused credits or subscription fees, except at our discretion or where required by law. If any fees are outstanding at the time of termination, you remain responsible for paying them.
- **Survival:** The provisions of these Terms that by their nature should survive termination (such as intellectual property rights, disclaimers of warranty, limitations of liability,

indemnity, and dispute provisions) will survive any termination of this agreement.

## 9. Disclaimers of Warranties

Filterly is provided on an **“AS IS”** and **“AS AVAILABLE”** basis. Your use of the Service is at your sole risk. We make no warranties, either express or implied, about the Service. To the fullest extent permitted under applicable law, Filterly and its affiliates, suppliers, and licensors disclaim all warranties of any kind, whether express, implied, or statutory, regarding the Service and related materials, including any implied warranty of merchantability, fitness for a particular purpose, title, and non-infringement.

In particular, Filterly does not guarantee that:

- The Service will meet your specific requirements or expectations;
- The Service will be uninterrupted, timely, secure, or error-free;
- The results, analyses, or outputs that may be obtained from the use of the Service will be accurate, reliable, or suitable for your purposes (for example, we do not guarantee the accuracy of AI-generated scores or summaries of your communications – these are provided for your reference only and should be independently verified if used for critical decisions);
- Any errors or defects in the Service will be corrected promptly.

No advice or information, whether oral or written, obtained by you from Filterly or through the Service shall create any warranty not expressly stated in these Terms. While we strive to provide useful and high-quality service, you understand that Filterly is a tool to assist you and is not a substitute for your own judgment or professional advice.

Some jurisdictions do not allow the exclusion of certain warranties or conditions, so some of the above disclaimers may not apply to you. In such case, the disclaimers will apply to the maximum extent permitted by applicable law.

## 10. Limitation of Liability

To the maximum extent permitted by law, in no event will Filterly or its parent company, affiliates, officers, employees, agents, partners, or licensors be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from: (a) your use of or inability to use the Service; (b) any unauthorized

access to or use of our servers and/or any personal information or data stored therein; (c) any interruption or cessation of transmission to or from the Service; (d) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Service by any third party; (e) any errors or inaccuracies in any content or results obtained from the Service; or (f) any other matter relating to the Service or these Terms.

In no event shall the total cumulative liability of Filterly and its affiliates for all claims arising out of or relating to these Terms or the Service, regardless of the form of action, exceed the amount that you have paid to Filterly in the twelve (12) months immediately preceding the event giving rise to the liability, or, if you have not paid any amount, the sum of **US\$100.00** (or the equivalent in local currency). This limitation applies collectively to Filterly and its affiliates, officers, employees, agents, and partners.

The limitations of liability above are fundamental elements of the basis of the bargain between you and Filterly. They shall apply to the fullest extent permitted by law in the applicable jurisdiction, **regardless of whether we have been advised of the possibility of such damages**, and even if a remedy fails of its essential purpose.

Some jurisdictions do not allow the exclusion or limitation of liability for certain damages. In such jurisdictions, our liability shall be limited to the smallest amount permitted by law.

## 11. Indemnification

You agree to **indemnify, defend, and hold harmless** Filterly, its parent company, affiliates, officers, agents, employees, and partners, from and against any and all third-party claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees and costs) arising out of or in any way connected with: (a) your access to or use of the Service (including any actions taken by a person using your account); (b) your violation of any provision of these Terms or of any law or regulation; (c) your infringement or misappropriation of any intellectual property or other rights of any person or entity (including by uploading or processing content through the Service); or (d) any dispute you have with a third-party (including other users or a third-party provider like Google or X) in connection with your use of the Service.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter). In such a case, you agree to cooperate with our defense of that claim. You will not settle any claim that requires Filterly to admit any fault, pay money, or take any action without our prior written consent.

## 12. Changes to these Terms

Filterly may modify or update these Terms and Conditions from time to time. We reserve the right to make changes, but if we do, we will provide **prior notice** of any **material changes** to

you. For example, we may send you an email to the address associated with your account or display a prominent notice within the Service prior to the change becoming effective. The notice will designate a reasonable advance notice period, after which the new Terms will take effect.

It is your responsibility to review any such changes when notified. If you **do not agree** with the revised Terms, you must stop using the Service before the updated Terms become effective and, if desired, delete your account. Your continued use of the Service after the effective date of the updated Terms constitutes your acceptance of the changes. For non-material updates (such as clarifications or typographical corrections), we may not provide direct notice, so please check these Terms periodically for the latest information.

The “Last Updated” date at the top of this document indicates when these Terms were last revised. We will not make retroactive changes that materially diminish your rights without your consent.

## 13. Data Deletion

You may request deletion of your data at any time by contacting support or through your account settings. Upon request, we will delete all user content from our servers within a reasonable timeframe, except where legally required to retain it.

## 14. Governing Law and Jurisdiction

These Terms and any dispute arising out of or in connection with them or the Service (“Dispute”) shall be governed by and construed in accordance with the laws of [Your Country/State], without regard to its conflict of law principles. However, if you are a consumer in a jurisdiction with mandatory consumer protection laws, those laws may apply to you to the extent they are more protective.

You and Filterly agree that any Dispute that cannot be resolved amicably will be subject to the exclusive jurisdiction of the courts of [Your Country/State]. You consent to the venue and personal jurisdiction of such courts. Notwithstanding this, Filterly may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent actual or threatened infringement, misappropriation, or violation of its intellectual property or other rights.

**Special Provisions for EU Consumers:** If you are a consumer habitually residing in the European Union, you may also be entitled to bring proceedings in your home country under applicable law. Additionally, the EU provides an Online Dispute Resolution (ODR) platform, which you can access if you wish to seek an alternative resolution method (though we do not commit to using a specific ADR mechanism unless required by law).

## 15. Miscellaneous

- **Entire Agreement:** These Terms (together with the Privacy Policy and any additional guidelines or rules that we post on the Service) constitute the entire agreement between you and Filterly regarding your use of the Service, superseding any prior agreements between you and us relating to the Service. Any additional or different terms proposed by you (for example, in a purchase order document) are rejected unless expressly agreed to in writing by an authorized representative of Filterly.
- **Severability:** If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of these Terms will remain in full force and effect. The invalidity of a specific provision shall not affect the validity and enforceability of any other remaining provisions.
- **No Waiver:** Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. Any waiver must be in writing and signed by an authorized representative of Filterly. If we do waive a default or breach on one occasion, it does not mean we will waive for any later default or breach.
- **Assignment:** You may not assign or transfer these Terms (or any of your rights or obligations under them) without our prior written consent. Any attempted assignment by you without consent is void. Filterly may freely assign or transfer these Terms and any associated rights and obligations to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets. These Terms shall bind and inure to the benefit of the parties, their successors, and permitted assigns.
- **Relationship:** These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between you and Filterly. You are an independent user of the Service.
- **Notices:** We may provide you with legal notices and communications about these Terms or the Service by email to the address associated with your account, by posting on our website, or through the Service interface. You must ensure that your account email is kept up-to-date and you are responsible for checking for notices that we send to that email address. Notices sent by email will be deemed received 24 hours after the email is sent, unless we receive a bounce-back indicating the address is invalid.
- **Force Majeure:** Filterly will not be liable for any delay or failure to perform as required by these Terms due to any cause or condition beyond our reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials.

- **Headings:** The section titles and headings in these Terms are for convenience only and have no legal or contractual effect.

## 16. Contact Information

If you have any questions, concerns, or comments about these Terms and Conditions or the Service, please contact us at:

**Filterly – Support Team**

Email: [nico@filterly.ai](mailto:nico@filterly.ai)

Location: Bosch i Gimpera, 31-1, 08034, Barcelona, Spain

We will endeavor to respond to your inquiries promptly. Your use of Filterly is subject to these Terms and by continuing to use the Service, you are acknowledging that you have read, understood, and agreed to all of the above.

Thank you for choosing Filterly! We appreciate your trust and are committed to providing you with a valuable service.