

Terms of Use

Intro

FireFly Tech Oy (“**we**”) welcomes our clients, potential clients, and their employees or representatives (“**you**”).

These Terms of Service (“**Terms**”) apply to our website, solutions, products, and software available by following the link <https://saleschief.ai> (“**SalesChief**”) and our services provided via the SalesChief (“**Services**”).

You can find information about our collection and use of personal data related to SalesChief and the Services in the Privacy Policy.

If you have any questions or comments about these Terms or the use of the SalesChief, please [contact us](#).

About Us

Name: FireFly Tech Oy

Company number: 3352165-4

Address: Sienimäenkatu 7 C 24 55510 IMATRA

Email: maksim@saleschief.ai

Support and Complaints

Our support team is happy to assist you. You can contact us or file a complaint via the email addresses listed above or the contact page at <https://saleschief.ai/#quiz90991>.

Please note that we may not respond to offensive emails or messages. We kindly ask you to be polite during the communication with us.

Please note that our representatives are not authorised to bind us with any obligations or contradict these Terms. We disclaim any liability for such information provided by our representatives.

We will answer the complaints within 14 (fourteen) business days unless you fail to describe the subject matter and scope of the complaint in a manner enabling its consideration.

Our Agreement

These Terms, the information displayed on SalesChief’s payment details and product management pages (including prices, list and description of the Services, terms of the agreement, and termination terms) constitute an invitation to place an offer to conclude an agreement between you and us on that terms (“**Agreement**”).

By choosing the term and Services and placing an order in SalesChief, you make us an offer to conclude the Agreement.

By accessing the SalesChief, you declare and confirm:

- **Accuracy of the information.**

The details provided by you in the registration and other forms are true and accurate. You will maintain the accuracy of such information and bear any consequences of non-maintenance.

- **Responsibility for the access.**

You are solely responsible for keeping all login IDs, passwords, and other means of access to the SalesChief confidential and secure from unauthorised use. We shall not be liable for any losses caused by any unauthorised use.

- **Acceptance of the Terms.**

You have read, understand, and have the legal capacity to and, with this, agree to be legally bound by and to comply with these Terms in full.

- **Your legal age.**

You are 18 years of age or older (if the legal age in your country is higher), have full legal capacity and are not restricted otherwise (otherwise, you can access and use the SalesChief exclusively under the supervision of a parent or guardian).

- **Your eligibility.**

According to the laws of your local jurisdiction, you are eligible to enter into this Agreement and have no restriction to access and use the SalesChief.

Suppose you use the SalesChief as an employee or business representative. In that case, you warrant that you are eligible to legally bind the represented legal entity, grant us all permissions and licences under these Terms, disclose information about that legal entity, and request and receive Services on behalf of that legal entity.

- **Compliance with the laws.**

You shall continuously comply with these Terms and all applicable laws and regulations each time you access or use the SalesChief.

Specific Restrictions

We do not provide the Services or access to the SalesChief to individuals from the Republic of Belarus, the Russian Federation, occupied regions of Ukraine (including the Autonomous Republic of Crimea as an administrative part of Ukraine), the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea (DPRK), the Republic of Sudan, the Syrian Arab Republic, and the Bolivarian Republic of Venezuela.

We do not engage in any business with companies owned by or affiliated with the citizens of the listed countries and territories.

We reserve the right to terminate the Agreement without compensation or refund and deny the use of the Services to anyone who supports aggression against Ukraine, such as paying taxes or fees to the aggressor country or is affiliated with countries promoting aggression against Ukraine.

Our Services

SalesChief provides you with a set of Services, which may include incoming or outgoing call recording, callback, analytics, and other services indicated in SalesChief.

You can use our Services only in the course of your business activity. That means that you may only order the Services in direct connection with your or the organisation you represent's pursued business or professional activity.

To use our Services, you have to register an account (“**Account**”) in SalesChief or receive access from our client to their Account or Projects using the functionality of SalesChief.

Call Recording

The laws regarding using the Services (including notification requirements for recording the calls) may vary by jurisdiction. You are solely responsible for complying with the laws applicable to using the Services, including collecting necessary consents.

SalesChief allows you to play a customisable voice message at the beginning of each call to alert callers that the call will be recorded, which you may use to comply with some laws.

By using the Services, you agree and acknowledge that:

- you authorise us to make incoming and outgoing call recordings through SalesChief on your behalf;
- make the necessary arrangements to ensure that the caller and call recipient are provided with the notifications and you received proper consents required by applicable law about the recordings made by us through SalesChief on your behalf.

Account

Registration

To create the account, you need a valid and accessible email address and phone number, your name, and a link to the website address you are eligible to represent. You may also use your Facebook or Google accounts – specify them via our sign-up form.

You shall provide us with true, accurate, up-to-date, and complete information about yourself as prompted by the sign-up form for the SalesChief.

Rights to the Account

You acknowledge that you have no ownership rights in your Account for the entire time you use it.

You must not transfer or assign your Account to someone else. You may provide access to your Project to your employees or contractors, bearing full responsibility for their use of the Project.

You are solely responsible for the safekeeping and security of your Account credentials and for any and all uses of your Account, whether or not you authorised them.

Account Problems

Please notify us immediately if:

- you know or have any reason to suspect that someone has gained access to your Account without your authorisation;
- your credentials have been lost, stolen, misappropriated, or otherwise compromised.

Account Cancellation

To cancel your Account, please [contact us](#).

Please note that if you or we cancel your Account, all of your Account information will be deleted and removed from SalesChief, except for what we store for some period, as indicated in our Privacy Policy.

We are not responsible or liable for any consequences of the removal or deletion of the Account.

We reserve the right to deny or refuse registration of any Account or to cancel any existing Accounts.

Payments and Fees

After the end of the trial period, you will be required to provide payment to continue using the Services.

You can choose the term (“**Term**”) and the list of Services you request on the payment details and product management pages. After that, we will provide you with the estimated price of Services based on your choice of Services and your previous expenses (“**Retainer**”).

Remember that you are only entitled to cease the instalment payments after the end of the Term if you choose an instalment plan (**12-month12-months subscription plan**). You also shall conduct the instalment payments every month to the end of the Term, at least with the sum calculated at the start of the instalment plan.

Your Retainer will be used to pay for the Services. The scope of the Services you use (for example, the number of website visitors) can change, and you can amend the settings and list of Services you need so the Retainer can end faster or slower depending on the amount and list of Services you use.

Once you have no money on the balance of your Account, you’ll have to refill it to continue using Services. We will renew and charge you with the Retainer unless you turn off this function in the Account. You may not receive further notice of your renewal after conducting your first payment.

If we don’t receive the Retainer payment for the next period, the provision of the Services will be suspended.

You are responsible for ensuring that the credit card associated with your account or subscription is up to date, that information posted in connection with it is accurate, and that you are authorised to use that credit card.

Invoicing

You, with this, agree to receive invoices in electronic form.

We can agree with you to the payment via invoice, and in this case, we reserve the right to quote additional fees for invoicing you.

If you pay us via the invoices, the following terms shall apply:

- you shall pay all undisputed invoices within 7 (seven) days;
- the payment shall be made in the EUR, USD, or the currency of the country of your residence according to the Price page;
- If you fail to pay an invoice, we reserve the right to suspend your access to SalesChief and cancel your Account.

Depending on your country, the rate of foreign exchange and the kind of payment, you can be additionally charged commission fees when paying for the Services. The tax rate depends on the payment information you provide us with while paying for the Services.

Payment Terms

We will charge you using the payment information you provided.

Your payments are processed via third-party payment processors. We are not responsible for any errors, omissions, and all other deficiencies caused by such payment processors and for any loss, damage, or other liabilities incurred as a result of your use of such payment processors.

The price displayed on the SalesChief may not include the applicable taxes. In this case, the additional taxes or fees may be additionally charged during the payment. Please note that if you pay in a currency that is different from the currency in which the fees are displayed on the SalesChief, your bank may apply its current exchange rate and add commissions and fees on top of the amount of the payment.

Whether you make any payment under these Terms, you expressly authorise us (or the relevant third-party payment processor) to charge you for such transaction, and we are entitled to request additional payment information necessary for your transaction.

When initiating your transaction, you duly authorise us to disclose your payment information to the relevant third-party payment processor to complete it. Except as expressly stated in these Terms, all payments are non-refundable and non-transferable.

The day on which our bank account is credited with the relevant amount will be deemed the payment date.

Financing

In some cases, we can agree to provide you with a certain sum to your account. You will be able to use our Services with the provided sum, but you shall pay that sum within 14 days. To continue using the Services, you shall also pay the Retainer.

Bonuses

We can provide you with bonuses depending on the sum of the Retainer, which you can use to pay for the Services. Pay attention to the fact that you will be able to use the bonuses only after some period indicated on the payment page.

Refunds

Any payments for the Services or any other payments made through SalesChief shall be non-refundable for any reason.

Third-Party Websites and Services

The SalesChief may depend on or contain links to other websites and services.

The access and use of the other websites and services we own or manage are subject to the relevant terms of service (or equivalents) published on such websites and services and are not governed by these Terms.

The access and use of the other websites and services we do not control are governed by third parties and do not fall under these Terms.

We are not responsible for the content, functions, and services offered through third-party websites or services and for any loss, damage, or other liabilities incurred due to your use of such websites, services, and their content or functions. We do not control the features available or accessed through them.

You acknowledge that other terms of service (or equivalents) and privacy notices (or equivalents) apply to your use of third-party websites, services, and their content or functions.

We expressly disclaim any responsibility or liability for any material communicated by such third-party websites and services or for any loss or damage incurred due to the use thereof.

Licence to Promo

You grant us with the limited, non-exclusive, royalty-free right to use your trademarks, trade names, logos, and URLs of the Projects, brief information about your professional activities, for:

- indication on our websites;
- publication in any case (reports, publications, professional and other editions, social networks, media, and Internet);
- publication in the promo materials;
- other marketing purposes.

Content and Intellectual Property

The SalesChief and the materials in the SalesChief, including text, graphics, information, images, drawings, trademarks, logos, videos, sounds, music, software, and other materials accessible or downloadable from the SalesChief (collectively, – “**Content**”), as well as copyright and other intellectual property rights to such Content, belong to us or our affiliates or is included in the SalesChief with the consent of the relevant owners or rights holders.

SalesChief and the SalesChief design logo are SalesChief’s registered and unregistered service marks or trademarks. SalesChief’s service marks or trademarks include all related product and service names, design marks, and slogans. In addition, SalesChief’s trademarks, service marks, and copyrights protect the “look” and “feel” of the SalesChief (including colour combinations, button shapes, layout, design, and all other graphical elements). You acknowledge that the SalesChief and any software used in connection with the SalesChief contain proprietary and confidential information protected by applicable intellectual property laws.

Subject to your continuous compliance with these Terms, we grant you a limited, temporary, personal, non-exclusive, non-sublicensable, revocable, non-transferable, and worldwide licence to access and use the SalesChief and Content via the device or devices you lawfully own or control in the manner provided for in these Terms, and print out discrete information from the SalesChief solely for personal, non-commercial purposes, so long as you adhere to all copyright and other policies contained therein.

We may provide upgrades, modifications, updates, or additions to the SalesChief. The terms of this licence shall apply to any such modification unless a separate licence accompanies it.

The Content, or any elements thereof, shall not be used in any manner without our or relevant owners' or rights holders' prior written consent in any manner not provided by these Terms.

Under this licence, you shall not:

- sell, lease, rent, licence, sublicense, or otherwise distribute the Content;
- copy, decompile, disassemble, translate, or reverse engineer the Content, in whole or in part;
- reproduce, publish, transmit, write, or develop any derivative intellectual property objects, make an attempt to derive the source code of the relevant Content and its updates;
- provide, disclose, divulge, or make available to, or permit the use of the Content by any third party without our prior written consent;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by us or any of our providers or any other third party to protect the SalesChief and Content;
- use the SalesChief and Content for sending spam, opt-in or unsolicited email, port scanning, scanning for open proxies or open relays, attacking in any way, shape, or form any other computer or network;
- “scrape” or “crawl” any web pages of the SalesChief using manual or automated software, devices, script robots, or other means or processes;
- use or copy any information, Content, or data obtained from the SalesChief to provide any service that competes with our own;

- use the SalesChief and Content for illegal purposes or in any manner that is not provided under the licence;
- change or delete any of our ownership notices from the Content downloaded or printed from the SalesChief.

Your licence to access and use the SalesChief and Content shall be automatically revoked if you violate these Terms. We reserve all rights not expressly stated in these Terms.

We will enforce our intellectual property rights and use any remedy available under the applicable law.

Prohibited Purposes and Activities

You are prohibited from using the Services we offer via the SalesChief to conduct the following prohibited activities and facilitate the following prohibited purposes:

- initiation, facilitation, promotion, development, or participation in any other manner in any actions that are offensive by their nature, such as a promotion in any way racial or ethnic offences, bigotry, hatred, physical harm of any kind against any group or individual, animal cruelty;
- support, promotion, sharing of the information that is false, misleading, or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory, libellous, or physical violence or encourages conduct that would be considered a criminal offence or bring forth civil liability;
- promotion of the violent, repulsive, or hateful content, or content that contains, shares, or promotes misinformation, aggression, terrorism, spam, or misleading;
- promotion of the content that causes or can cause a destructive social impact, crimes, felonies, or misdemeanours, or interference in the work of any public authorities, commercial, non-profit or any other entities, social, political, or legal processes (including any political manipulations);
- promotion of the content that leads or can lead to the violation of any applicable laws, regulations, or third party's rights;
- initiation, facilitation, promotion, development, or participation in any other manner in bullying, harassment, or threatening another individual;
- displaying or promotion of the pornographic or sexually explicit material of any kind, including underage;
- promotion of sex-related entertainment, escort services, or other services that may be interpreted as providing sexual acts in exchange for compensation;
- promotion of unauthorised advertising, solicitations, contests, sweepstakes, barter, and pyramid schemes;
- demonstration of nude bodies, offensive gestures, and motions.

We are entitled to but are not obliged to, and are not responsible for, control of the purposes of your use of the results of our Services.

Please note that if we find you violating these provisions, we are entitled to apply any measures we see applicable and reasonable in such cases, including termination of the Agreement.

Warranties and Disclaimers

The SalesChief and Content are provided to you “as is” and “as available”.

We do not provide you with any promises that you, your profit or non-profit project, or any other person or entity for whom you order the Services will reach any key performance indicators or any other results as a consequence of the provision of our Services to you, including the described on the SalesChief.

By accessing the SalesChief, you declare and confirm that you are duly informed, aware of, and have no claims, demands, or objections that any of your activity is conducted at your own risk and all results of the provision of our Services to you are implemented solely at your own discretion and under your sole responsibility. Also, by using SalesChief, you represent that you are aware that Services available through SalesChief are generated by means of solutions using AI models; therefore any Content is not additionally filtered or verified by us.

Also, we shall not be liable for any actions or inactions, decisions, or other consequences resulting from the provision of our Services. You use the SalesChief on your own initiative and risk and are solely responsible for compliance with local laws applicable to you.

To the fullest extent permitted by law, we disclaim all warranties concerning the SalesChief, its functionality, Content, our Services themselves and all results of the provision of our Services, and any information published on the SalesChief, including, without restrictions, warranties of fitness for a particular purpose, merchantability, and non-infringement of intellectual property rights of third parties or other rights, as well as any warranties arising from the course of dealing or trade usage.

We do not warrant that the operation of the SalesChief will be uninterrupted or secure, that any defects will be corrected, or that they will be free of viruses or other harmful elements.

We do our best to keep your data safe and secure and maintain the SalesChief’s functionality. However, the SalesChief may be unavailable for various factors beyond our control, including emergencies, third-party service failures, hacker attacks, transmission, equipment or network problems or limitations, interference, and signal strength, and may be interrupted, refused, limited, or curtailed.

We are not responsible for data loss or the inability to use the SalesChief or Content caused due to the above.

Limitation of Liability

Our Liability

In no event shall we, our affiliates, our subcontractors, or any other team members, vendors, and all other counterparties, be liable for any direct, indirect, incidental, special, consequential, or incidental damages, including lost profits, loss of data, or damage to property, related to the use

or inability to use the SalesChief or Content, our Services themselves and all results of the provision of our Services. We, our affiliates, our subcontractors, or any other team members, vendors, and all other counterparties shall not be liable for damage caused by the use of information or documents obtained through the SalesChief or Content, as well as as a result of errors, defects, and interruptions in the SalesChief, even if we were notified of such damage.

We are not liable for any results of your implementation and application of the results of any of our Services described in the SalesChief or Content in any of your personal or business activities.

The provision of this subsection shall be applied to the fullest extent permitted by applicable law.

If any part of the provision of this subsection is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then we shall be liable to you only for the real direct documented damages sustained you due to the provision of the Services by us and our aggregate liability for all claims under such circumstances for liabilities shall not exceed the amount you paid to us under these Terms for the one (1) month preceding the incident you are claiming about.

Unless otherwise stated in these Terms, your sole remedy for any dissatisfaction with any modification or discontinuation of the SalesChief or with any policies or practices, including, without limitation, any change in content or any change in the amount or type of fees or charges associated with the SalesChief. In no event shall you seek or be entitled to injunctive or other equitable relief, nor shall you be entitled to enjoin or restrain the operation or exploitation of the SalesChief, advertising, or other materials issued in connection with the SalesChief, or any content displayed through the SalesChief.

Indemnification

You agree to defend, indemnify, and hold harmless us and our shareholders, directors, and all other officials, employees, contractors, subcontractors, vendors, and all other counterparties from and against all claims, responsibility, damages, losses, and expenses, including reasonable legal and accounting expenses, arising from:

- any breach by you of any of these Terms;
- your use or misuse of the SalesChief or Content, our Services themselves, or the results of our Services;
- a violation by you of applicable law, third party's intellectual property or other rights, any agreement or terms with a third party to which you are subject.

We reserve the right to handle our legal defence however we see fit, including instances when you indemnify us. Therefore, you agree to cooperate with us to execute our strategy.

Applicable Law and Jurisdiction

These Terms shall be exclusively governed by and construed under the laws of Finland, excluding its rules on conflict of laws.

Except where prohibited by applicable law, and without limitation to any statutory rights of consumers, you agree that any dispute, conflict, claim, or controversy directly or indirectly arising out of in connection with or relating to the SalesChief, Content, our Services, results of our Services, or these Terms, including, without limitation, those relating to its validity, its construction, or its enforceability shall be resolved through amicable negotiations directly with our team following the principles of good faith and cooperation.

If we cannot reach a consensus through negotiations, the dispute shall be settled exclusively in Helsinki, Finland, according to the Arbitration Institute of the Finland Chamber of Commerce rules, with the applicable substantive law of Finland.

All claims shall be brought within 1 (one) year after the claim arises, except to the extent that a more extended period is required by applicable law.

Nothing in these Terms will prevent us from seeking injunctive relief with respect to a violation of these Terms or enforcement or recognition of any award or order in any appropriate jurisdiction.

Electronic Communications

By using the SalesChief and providing us with your contact information, you understand and agree that we may send you recommendations and information via email regarding, without limitation:

- your use of the SalesChief, Content, or our Services;
- updates of the SalesChief, terms of our services, and these Terms;
- payments, transactions, and cancellations under these Terms.

Note, however, that some email messages may be more “commercial” in nature than others, as they may advertise our Services or offers we believe you may be interested in. You may unsubscribe from receiving these emails from us by following the instructions provided in such communications.

You can read more about the rules of personal data processing in our Privacy Policy.

Termination

Termination by Us

We reserve the right at our sole discretion to modify, suspend, or discontinue the SalesChief, Content, features, Services, or offers available via the SalesChief at any time in the following cases:

- your violation of the Terms;
- diversions from your normal usage patterns;
- delay of the Retainer payment more than 14 days;

- attempts to inflict damages on the reputation or normal work of SalesChief;
- other cases expressly stipulated in the Terms.

We reserve the right to take whatever lawful actions we may deem appropriate in response to actual or suspected violations of these Terms, including, without limitation, the suspension, cancellation, or termination of your licence (in whole or in particular part) and access to the Account, SalesChief, and Content.

We will cooperate with legal authorities or third parties to investigate any suspected or alleged crime or civil wrong.

Termination by You

Unless you are making instalment payments, you may terminate the Agreement with us by cancelling your Account and stopping accessing the SalesChief, Content, and our Services.

If you are paying instalment payments (**12-months subscription plan**), you are not entitled to terminate the Agreement with us before the term of the instalment plan ends.

Consequences of the Termination

If the Agreement is terminated, all permissions and licences under these Terms will immediately terminate without our obligation to provide refunds, and you shall pay for the Services provided by us as of the date of termination within 30 (thirty) calendar days.

Technical Requirements

In order to use SalesChief, you have to meet the following minimum technical requirements:

- a device with an Internet connection enabling the correct display of the SalesChief interface,
- an installed, latest version of either Internet browser: Edge, FireFox, Opera, Chrome, Safari,
- active JavaScript, cookie support and localStorage and sessionStorage (subject to the relevant provisions of the Privacy Policy)
- an active e-mail account.

The recommended minimum screen resolution is 1024x768 pixels.

Miscellaneous

We reserve the right to transfer our rights and obligations under these Terms to a third party, but this will not affect your rights or our obligations under these Terms.

We reserve the right to modify these Terms at any time at our sole discretion. If material changes affect your use of the SalesChief, we'll notify you before the changes' effective date via the SalesChief or otherwise at our sole discretion. If you continue to use the SalesChief, you agree to the updated version of these Terms.

If any provision of these Terms is recognised unlawful, void, or unenforceable by a relevant authority, the remaining provisions will remain valid and enforceable. Our failure to exercise or enforce any right under these Terms shall not be construed as a waiver of such right.

A printed version of these Terms shall be admissible in judicial or administrative proceedings based on or relating to the use of the SalesChief to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.