

# Terms of Service

*Last Updated: October 10, 2024*

We are a US Delaware corporation with offices in LA and Lisbon.

We provide a service (insights) for which we are not liable. We do not use any of your data to train our models. Your data belongs to you.

Support questions should be sent to [support@syntheticusers.com](mailto:support@syntheticusers.com)

These Terms of Service, the Pricing Terms, [Acceptable Use Policy](#) and [the DPA](#) (these "Terms") governs Subscriber's licence and use of the Service.

---

## INTERPRETATION

---

In these Terms, unless the context otherwise requires, the following terms will have the corresponding meanings given below:

**Administrator:** has the meaning given to it in clause 3.1.

**Affiliate:** in relation to syntheticusers.com, a company, trust (or the trustees of a trust acting in their capacity as trustees), partnership, corporation, association or any other legal entity, which controls such person, or is controlled by syntheticusers.com, or is under common control with syntheticusers.com, including subsidiary or parent companies of syntheticusers.com.

**Acceptable Use Policy:** the policy available at <https://syntheticusers.com/legal/acceptable-use-policy> as may be amended from time to time by syntheticusers.com.

**Commencement Date:** the date syntheticusers.com sets up the Administrator's account in accordance with clause 3.1.

**DPA:** has the meaning given to it in clause 12.1.

**End-customer:** any person who is an existing or prospective customer of the Subscriber and accesses the Service to receive customer service support from the

Subscriber, but, for clarification, excluding any Users.

**Fees:** the fees payable by the Subscriber in connection with the provision of the Service, calculated in accordance with the Pricing Terms.

**Force Majeure Event:** any event or circumstances beyond the reasonable control of either party, including: (a) acts of God, fire, flood, explosion, earthquake, storm, natural disaster, pandemics and epidemics or other analogous events; (b) civil commotion, hostilities (whether war is declared or not), sabotage, an act of terrorism, chemical or biological contamination; (c) the acts of any public authority or imposition of any government sanction, embargo or similar action; (d) interruption or failure of a utility service or transport or telecommunications network and/or breakdown of plant or machinery; (e) any change in applicable law which impacts such party's ability to perform its obligations under these Terms and/or significantly increases the costs to be incurred and/or effort to be expended by such party in performing its obligations under these Terms; or (f) strike, lock-out or other industrial dispute, Internet service provider failure or delay or denial of service attack, save that any inability to pay the Fees shall not constitute a Force Majeure Event.

**Initial Term:** has the meaning given to it in clause 9.1.

**Insolvency Event:** when: (a) a party suspends payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986; (b) a party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors; (c) in relation to a party, a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of a party; (d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over a party; (e) an encumbrances takes possession of or a receiver is appointed over any assets of such party; (f) any judgment or order is made any judgment or order made which is not complied with or discharged within 30 days or is the subject of any execution, distress, sequestration or other process levied upon or enforced against any of assets of such

party; or (g) any analogous demand, appointment or procedure is instituted or occurs in relation to a party in any jurisdiction in which the party carries on business.

**Synthetic Users Content:** any data, information and content that syntheticusers.com makes available via the Service, including the text, documents, graphs, models, memos, scripts, graphics, features.

**Synthetic Users:** Synthetic Users Inc, a company incorporated in Delaware with its registered address at 8 The Green, Ste A, Dover, DE 19901.

**Pricing Terms:** the rates and pricing terms applicable to the Services as set out at <https://www.syntheticusers.com/pricing/> as may be amended from time to time by Synthetic Users.

**Renewal Term:** has the meaning given to it in clause 9.1.

**Service:** means syntheticusers.com's web-based customer service tool at app.syntheticusers.com (that allows Users and End-customers to access the relevant functionality provided through the Service), the syntheticusers.com Content and any support services, in each case as may be amended from time to time (including as required by applicable laws and regulations).

**Subscriber Data:** all content, data and information submitted or uploaded by or on behalf of Subscriber to the Service.

**Subscriber:** the company, organisation or another legal entity subscribing for access to and use of the Service.

**Term:** has the meaning given to it in clause 9.1.

**User:** such employee(s), agent(s) and/or contractor(s) of Subscriber from time to time to use the Service on behalf, and for the benefit, of Subscriber to provide customer service support to End-customers, including the Administrator.

1.2 The clause and paragraph headings and the table of contents used in these Terms are inserted for ease of reference only and will not affect construction.

1.3 References to "clauses" are references to the clauses of these Terms.

1.4 References to persons will include bodies corporate, unincorporated associations and partnerships, in each case whether or not having a separate legal personality.

1.5 In these Terms, any words following the words "including", "in particular", "other" or similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.6 References to a statute or statutory provision shall include all subordinate legislation made as at the Commencement Date under that statute or statutory provision.

---

## USE OF THE SERVICE

---

2.1 Syntheticusers.com gives Subscriber limited, revocable access to the Service during the term for Subscriber to provide customer service support to End-customers. Subscriber, Users, and End-customers do not gain any rights or licenses for the Service or Syntheticusers.com Content, only the right to access and use the Service as stated in these terms.

2.2 Subscriber acknowledges that their license for the Service does not depend on future functionality or features or any public comments by Syntheticusers.com regarding them.

2.3 Syntheticusers.com reserves the right to change, remove, disable or restrict access to any Syntheticusers.com Content or Service feature at any time without notice, including due to:

(a) changes in the law;

(b) legal advice; or

(c) Syntheticusers.com determining the content or feature is no longer suitable for access and use through the Service. Syntheticusers.com will try to notify Subscriber before doing so.

2.4 Subscriber is responsible for all actions performed through the Users' and End-customers' logins on the Service and must comply with these terms, the Acceptable Use Policy, and relevant law.

2.5 Subscriber must ensure that access to the Service is limited to Users and End-customers and prevent sharing of logins. Subscriber must notify Syntheticusers.com if a User no longer works for them or if unauthorised access to the Service occurs.

2.6 Subscriber's (and Users' and End-customers') use of the Service is subject to the Usage Limits in the Acceptable Use Policy. Subscriber must ensure compliance with these limits. If Syntheticusers.com determines any usage exceeds the limits, they will notify Subscriber and may suspend or terminate access to the Service.

2.7 Subscriber acknowledges that access and use of the Service requires meeting minimum requirements as notified by Synthetic Users from time to time.

2.8 Subscriber must maintain security measures for the Service's security and integrity.

2.9 If Subscriber, Users, or End-customers use the Service in violation of these terms and threaten the Service's security, integrity or availability, Syntheticusers.com may immediately suspend the Service. However, Syntheticusers.com will give notice and a chance to rectify the violation before suspension.

2.10 Subscriber agrees to defend and indemnify Syntheticusers.com, its affiliates, and personnel from all claims, damages, losses, liabilities, and expenses (including legal fees) arising from:

(a) access or use of the Service and Syntheticusers.com Content not in accordance with these terms;

(b) Subscriber Data, including infringement claims related to it;

(c) breach of these terms or any law by Subscriber, Users, or End-customers; or

(d) Subscriber's, User's or End-customer's negligence or wilful misconduct.

to the extent permissible under Delaware law.

2.11 During the term, Syntheticusers.com may offer standard support services for the Service.

---

## ACCESSING THE SERVICE

---

3.1 To access the Service, a designated representative of the Subscriber (the "Administrator") must create an account, accept these Terms on behalf of the Subscriber, and have the authority to bind the Subscriber to these Terms.

3.2 The Administrator is responsible for managing the Subscriber's workspace and granting User access by sending invitations and setting account access levels. The Administrator's account can only be used by one person, unless reassigned to a replacement.

---

## CUSTOMER DATA

---

### 4.1 Ownership of Subscriber Data

Subscriber owns all **Subscriber Data**. Subscriber grants **Synthetic Users**, its affiliates, and contractors a license to host, copy, transmit, display, and use Subscriber Data solely as necessary to provide the Service to Subscriber. We store all sensitive Subscriber Data in the client's own region to ensure compliance with local data residency requirements. In limited circumstances, certain data may be processed outside your region for specific service functions (such as AI processing or account management), in which case we use approved safeguards including EU Standard Contractual Clauses where applicable. This license is valid only for the duration necessary to provide the Service. We acquire no other rights to Subscriber Data and will not use Subscriber Data to develop or improve our Services.

### 4.2 Responsibility for Subscriber Data

Subscriber is responsible for the accuracy, quality, legality, and source of Subscriber Data. Subscriber may not recover Subscriber Data after termination of these Terms, so it's recommended to backup all data. Subscriber will use reasonable efforts to ensure Subscriber Data does not contain sensitive personal data.

## 4.3 Use of Subscriber Data for Analytics

Subscriber grants **Synthetic Users**, its affiliates, and contractors the right to process and analyze **Subscriber Data** solely for the purpose of improving and optimizing the performance, security, and functionality of the Service, provided that such use:

- **(a)** Is limited to aggregated and anonymized data that does not identify the Subscriber, any User, or End-customer;
- **(b)** Does not include the disclosure of any personally identifiable information or confidential information of the Subscriber, Users, or End-customers;
- **(c)** Is not used to develop or improve services that compete with the Subscriber;
- **(d)** Complies with all applicable laws and regulations, including data protection and privacy laws.

4.4 Subscriber warrants that it either owns or has all necessary permissions, clearances, and authorizations to submit Subscriber Data to the Service and grant the rights and licenses in these Terms. Subscriber is solely responsible for ensuring compliance with all applicable laws, including data protection laws.

---

## FEES AND PAYMENT

---

5.1 Monthly fees will be calculated based on the rates in the Pricing Terms.

5.2 Fees must be paid as per the Pricing Terms.

5.3 If payment is not received by the due date:

(a) Syntheticusers.com can temporarily suspend the subscriber's Service access without liability until payment is made in full;

(b) The subscriber must pay interest on the unpaid amount, at a rate of 5% above the Bank of England base rate.

5.4 All payments are to be made in full, without any deductions, except as required by law. The subscriber is not allowed to withhold payment or assert any credits,

counterclaims or offsets. If deductions are required by law, the payment amount must be increased so that the net amount is equal to the original amount.

5.5 Syntheticusers.com can increase fees with 30 days' prior notice to the subscriber.

---

## SERVICE WARRANTIES

---

6.1 Syntheticusers.com warrants that during the term:

- (a) The Service will perform according to these terms;
- (b) Syntheticusers.com will make reasonable efforts to have the Service available 24/7, except during maintenance or Force Majeure events;
- (c) Syntheticusers.com will use current industry standards to detect and resolve viruses and harmful programs that affect the Service;
- (d) It owns or has sufficient rights to grant Subscriber the rights described in these terms.

6.2 If Syntheticusers.com breaches the warranties in this clause, Subscriber's sole remedy and Syntheticusers.com's full liability will be for Syntheticusers.com to use reasonable efforts to correct the non-conforming Service at no extra cost. If Syntheticusers.com fails to fix it within a reasonable time of being notified by Subscriber, Subscriber may terminate the Service, provided their use and access to the Service has been in accordance with these terms and laws.

6.3 Except as stated in these terms, Syntheticusers.com denies all warranties, representations, and other terms related to the Service, Syntheticusers.com Content, or any other aspect of these terms, expressed or implied, including any implied by law, trade, practice, or course of dealing. This includes, but is not limited to, non-infringement, title, merchantability, fitness for a purpose, uninterrupted, error-free service, and protection from viruses. Syntheticusers.com does not make any representations, warranties, or commitments and has no liability for the accuracy, completeness, reliability, availability, or protection from viruses of the Syntheticusers.com Content. Subscriber acknowledges that the Internet is

unpredictable and access to the Service and Syntheticusers.com Content depends on circumstances beyond Syntheticusers.com's control. Syntheticusers.com is not liable for the content of any data or information on third-party websites. The parties did not and are not relying on any other representations, warranties, conditions, or terms, except for those specified in clauses 6.1 and 7. Nothing in these terms shall exclude liability for fraudulent misrepresentation.

---

## GENERAL WARRANTY

---

7.1 Both parties warrant and represent to each other that they have the legal authority to enter into and fulfill these terms. Upon execution, these terms will become legally binding obligations.

---

## LIABILITY

---

8.1 Service and Syntheticusers.com Content provided "as is" and "as available."

8.2 Syntheticusers.com not responsible for data transfer issues, including delays or losses, over communication networks, incl. internet. Subscriber acknowledges potential limitations.

8.3 Syntheticusers.com's liability in case of contract, tort, breach of statutory duty, etc., will not exceed the total fees paid by the subscriber in the preceding 12 months, in accordance with Delaware law.

8.4 Syntheticusers.com not liable for loss of profit, revenue, sales, business, contract, goodwill, savings, interruption of use, loss of data, procured substitute goods/services, indirect/consequential losses.

8.5 Liability not excluded for death/injury by negligence, fraud, payment obligations, or illegal matters.

---

## TERM AND TERMINATION

---

9.1 The terms start on the Commencement Date and will last for the subscription period listed in the Pricing Terms ("Subscription Period"). After the Subscription Period, the terms will renew for successive periods of the same length ("Renewal Period"), unless either party terminates in writing at least 30 days before the end of the current Subscription Period or Renewal Period.

9.2 Either party may terminate the terms immediately with written notice if the other party:

(a) breaches a significant obligation in the terms and fails to fix it within 30 days of written notice specifying the breach; or

(b) becomes insolvent.

9.3 Syntheticusers.com may terminate the terms immediately with written notice if Subscriber fails to pay within 14 days after Syntheticusers.com informs them of an overdue payment, or by providing 30 days' prior written notice and refunding advance fees for the period after termination.

9.4 Upon termination:

(a) all Subscriber licenses and rights end and Subscriber must immediately stop using the Service;

(b) each party must make a reasonable effort to destroy any property belonging to the other party, excluding information kept for legal or backup purposes;

(c) Subscriber can request deletion of their data from the Service, but some data may be retained for Service integrity;

(d) rights, obligations, liabilities, and claims that have accumulated up to the termination date will not be affected;

(e) the following clauses will survive termination: 1 (Interpretation), 4.2 (Subscriber Data), 5 (Fees and Payment), 8 (Liability), 9 (Intellectual Property Rights), 11

(Confidentiality), 12 (Data Protection), 7 (General Warranty), 13 (Notices), 15 (General), 16 (Governing Law), and any other terms intended to survive termination.

---

## INTELLECTUAL PROPERTY RIGHTS

---

10.1 Syntheticusers.com and its licensors retain all rights, title, and interest in the Service and Synthetic Users Content, including all related patents, trademarks, logos, trade names, business names, design rights, domain names, copyrights, database rights, confidential information, and other intellectual property rights worldwide, except for the rights granted to Subscriber in these Terms.

10.2 Subscriber agrees that any improvements, modifications, changes, or suggestions regarding the Service made by Subscriber, Users, or End-customers, including any related intellectual property rights, become the exclusive property of Syntheticusers.com and can be used by Syntheticusers.com without compensation or restriction. If automatic vesting is not possible, Subscriber must assign all rights to Syntheticusers.com or grant a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual, and unlimited license to use or exploit such improvements.

10.3 Synthetic Users owns all **Usage Data** derived from the operation of the Service, excluding any **Subscriber Data**. **Usage Data** includes data regarding the performance, security, integrity, and usage of the Service, but does not include any Subscriber Data or Customer Content. Synthetic Users may use such Usage Data to develop, improve, and provide its services, provided that such data is aggregated and anonymized and does not reveal the identity of the Subscriber, Users, or End-customers.

10.4 Subscriber must immediately notify Syntheticusers.com in writing if it becomes aware of any security violations or intellectual property rights infringements related to the Service or Syntheticusers.com Content.

---

## CONFIDENTIALITY

---

11.1. During the Term, each party (the "Recipient") and, in the case of Syntheticusers.com, its affiliates, may have access to confidential information of the other party (the "Discloser") such as technical and business information, Confidential Information. Confidential Information includes but is not limited to: hardware and software details, design specs, techniques, processes, research and development projects, business plans, strategies, finances, vendor info, security info, audit reports, and support metrics. The provisions of these terms are also considered Confidential Information. Confidential Information does not include information that:

- (a) is publicly available or becomes so, other than through Recipient's fault;
- (b) was already known to Recipient prior to receiving from Discloser;
- (c) was disclosed by Discloser without restriction;
- (d) was received by Recipient from a third party without violating any agreement or trust;
- (e) was independently developed by Recipient, as proven by documents in their possession.

11.2. Recipient must keep Discloser's Confidential Information confidential and not disclose it to any third party, except to its affiliates, employees, professional advisors and approved sub-contractors on a "need-to-know" basis, with their agreement to keep it confidential under similar terms as this clause 11.

11.3. Recipient must not use Discloser's Confidential Information for any purpose outside of these terms, except with Discloser's written permission.

11.4. Each party agrees to protect the other party's Confidential Information with the same care as their own confidential information, but at a minimum with reasonable care. If Recipient is legally compelled to disclose Discloser's Confidential Information, it must give Discloser prior notice, to the extent legally possible, and provide assistance at Discloser's cost to contest the disclosure.

11.5. Subscriber must inform each User and end-customer that may be exposed to the confidential information of their obligation to keep it confidential.

11.6. Synthetic Users may name Subscriber as a customer, but cannot use their name in advertising or represent endorsement without Subscriber's written consent.

---

## DATA PROTECTION

---

12.1 [Syntheticusers.com](https://syntheticusers.com)'s Data Processing Agreement shall apply to the handling of Subscriber's Personal Data, as defined in the DPA, by [Syntheticusers.com](https://syntheticusers.com), and will comply with applicable Delaware, UK, and European data protection laws, including the General Data Protection Regulation (GDPR).

---

## NOTICES

---

13.1 Notice under these Terms must be written, in English and sent via email to [support@syntheticusers.com](mailto:support@syntheticusers.com), hand delivery, or 1st class post to the address stated in these Terms or as notified by the receiving party.

13.2 Notice delivered by email is considered received at the time of delivery. Hand delivery is considered received at the time of delivery. Notice sent by 1st class post, recorded delivery or registered post is considered received at 9:30 am on the 2nd business day after posting.

13.3 If notice is received outside normal business hours (9am to 5pm, excluding UK holidays), it will be considered received during the next business day.

---

## ASSIGNMENT

---

14.1 Both parties cannot assign their rights and obligations under these Terms without the written consent of the other party, which cannot be unreasonably denied, imposed or delayed. Any attempt to assign in violation of this clause will be void.

14.2 Either party may assign these Terms to their successor in connection with a merger, acquisition, reorganization, or sale of assets with prior notice, as long as Subscriber has paid all owed fees.

14.3 Syntheticusers.com may terminate these Terms and cancel or withdraw all or part of the Service in case of Subscriber's change of control, if the change affects Syntheticusers.com's obligations or usage scope or is to a competitor. Any such assignment will be void.

14.4 Syntheticusers.com may assign its rights or transfer its obligations under these Terms to affiliates or third parties without Subscriber's consent.

14.5 These Terms will benefit and be binding on both parties and their permitted successors and assigns.

---

## GENERAL

---

15.1 Entire Agreement: These Terms comprise the full understanding between the parties and supersede all prior written or oral agreements related to the subject matter. Any non-disclosure agreements are cancelled. These Terms apply to the exclusion of any other terms the Subscriber seeks to impose. Each party waives any right to claim damages or cancel these Terms for misrepresentation not in these Terms.

15.2 No Third Party Rights: The Contracts (Rights of Third Parties) Act 1999 does not grant any rights to enforce any term of these Terms.

15.3 Force Majeure: Neither party will be liable for non-performance or delayed performance of obligations (other than payment) due to a Force Majeure Event.

15.4 Costs and Expenses: Unless stated otherwise, each party covers its own costs and expenses in relation to these Terms, but this does not affect a party's right to recover costs in litigation or dispute resolution.

15.5 Equitable Relief: A breach of obligations under these Terms may result in irreparable harm and no adequate remedy at law, so the non-breaching party may seek injunctive and other equitable relief in addition to available remedies.

15.6 No Partnership, Joint Venture or Agency: These Terms do not establish a partnership, joint venture, or agency. Neither party has authority to make commitments on the other party's behalf.

15.7 Severance: If any provision is invalid or unenforceable, other provisions remain in full force and effect. If a provision can be made valid with modification, it will be modified as minimally as necessary.

15.8 Waiver: Omission or delay in exercising a right or remedy does not waive it. Any waiver does not continue or waive any other right or remedy. Synthetic Users will have no liability for claims unless Subscriber gives a detailed description and loss within 12 months of the event giving rise to the claim.

15.9 Cumulative Rights: These Terms provide cumulative rights and remedies that are not exclusive of any other rights provided by law.

15.10 Variations: Syntheticusers.com may amend these Terms, in which case the new agreement supersedes prior versions. Syntheticusers.com will notify Subscriber at least 30 days before any amendment, and continued use after an amendment date is considered consent. The "Last modified" date will be updated following any amendment.

---

## GOVERNING LAW AND JURISDICTION

---

These Terms and any disputes related thereto will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles. The parties irrevocably consent to the exclusive jurisdiction of the state and federal courts located in Delaware for any disputes arising out of or related to these Terms.

Last modified: 10 October 2024