



## Platform Terms and Conditions of Use

**Service Provider:** SKY CODE S.A.S.

**Brand:** TARSS

**Principal Place of Business:** Ibagué, Tolima, Colombia

**Email:** dev@tarss.com.co | **Phone:** +57 324 2807251

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### 1. Service Provider Identification

These Terms and Conditions of Use govern the access to, registration with, contracting of, and use of the TARSS technological platform, a trademark of SKY CODE S.A.S., identified with Tax Identification Number (NIT) 902029442, legally represented by David Sebastian Grijalba Gil, with its principal place of business in the city of Ibagué, Tolima, Republic of Colombia.

### 2. Legal Framework

These Terms and Conditions of Use shall be governed exclusively by the laws of the Republic of Colombia. In particular, they are subject to Law 527 of 1999, which establishes, regulates, and recognizes the validity of electronic acts and contracts; Law 1581 of 2012 and Decree 1377 of 2013, which regulate the processing and protection of personal data; Law 1480 of 2011, which protects users' rights; and Law 23 of 1982, which protects intellectual property rights in software and content; as well as any other regulations that supplement, amend, or replace them.

Any dispute arising from the use of the platform shall be subject to the applicable laws of Colombia.

### **3. Acceptance**

By registering, accessing, browsing, contracting, or using TARSS, the client, user, workspace owner, authorized user, or any person using the platform declares that they have read, understood, and fully accepted these Terms and Conditions, as well as any other policies, annexes, guidelines, or documents incorporated herein by reference. If a person uses TARSS on behalf of a company, organization, or third party, such person represents and warrants that they have sufficient authority to bind such entity contractually.

### **4. Purpose**

TARSS is a multi-tenant SaaS (Software as a Service) technological platform designed for commercial, operational, communication, and customer relationship management. Depending on the subscribed plan, it may include functionalities such as CRM, user administration, roles and permissions management, contact center capabilities, shared inboxes, conversation routing and assignment, AI-powered voice assistants, automated outbound calling, dialing campaigns, business messaging, integration with WhatsApp Business and other channels, analytics and reporting, automations, workflows, webhooks, third-party integrations, and other complementary modules.

TARSS is not a carrier, BSP, telecommunications operator, nor a provider of WhatsApp, Meta, telephony, or messaging services. TARSS exclusively provides software, integration, orchestration, technical management, and technological infrastructure services to facilitate the operation of services contracted by the client with third parties.

### **5. Nature of the Service**

TARSS is provided on a subscription basis. The subscription grants the client a limited, temporary, non-exclusive, non-transferable, and revocable right to access

and use the platform, subject to the subscribed plan, these Terms, and applicable policies. Unless expressly agreed otherwise, the development, advanced configuration, or custom implementation of assistants, workflows, or integrations may be quoted and charged separately.

## **6. Plans, Features, and Updates**

The functionalities, limits, capacities, included modules, storage, number of users, assistants, roles, workspaces, workflows, analytics, and other characteristics of each plan shall be those published or communicated by TARSS through the platform, commercial proposal, service order, or the corresponding official channel. TARSS may update the design, appearance, architecture, user experience, and general service improvements. While a subscription remains active and paid, TARSS shall not arbitrarily diminish the contracted plan in terms of price, tools, or functionalities offered for the already paid period; any changes applicable to future renewals shall be communicated with reasonable prior notice.

## **7. Registration and Accounts**

Use of TARSS may require account registration, email verification, assignment of credentials, and creation of a workspace. The client and authorized users undertake to provide truthful, complete, and up-to-date information, to maintain the confidentiality of their credentials, and to promptly update any relevant changes.

## **8. General Plan Reference**

Platform plans cover access to and management of your AI assistants within the TARSS platform. The development cost of each assistant is quoted separately. Plan details are available directly on the TARSS website.

## **9. Pricing, Currency, Billing, and Payments**

TARSS prices are expressed in United States dollars (USD), without prejudice to payments being made in other currencies in accordance with applicable commercial conditions. Payments may be made via bank transfer or through the methods enabled by TARSS in its official channels.

Unless expressly agreed otherwise in writing, the amounts paid to TARSS correspond exclusively to the use of the platform, its modules, integrations, services included in the subscribed plan, and, where applicable, additional professional services expressly accepted. Such amounts do not include costs, fees, usage charges, licenses, billing, or variable charges from third parties.

Accordingly, the client shall be solely responsible for contracting, configuring, maintaining active, and paying for its own accounts, numbers, APIs, WABA, BSPs, carriers, telephony services, messaging services, templates, conversations, per-minute usage, per-message costs, transaction fees, and any other charges generated by external providers, including, without limitation, Meta, WhatsApp, Twilio, Vapi, Retell, or others.

TARSS shall not be liable for charges, tariff changes, suspensions due to non-payment, billing errors, service blocks, or commercial modifications applied by third parties.

Recurring charges, billing cycles, renewal terms, invoicing, and other economic conditions of the subscribed plan shall be governed by the commercial offer, service order, accepted proposal, or the information published by TARSS through its official channels.

## **10. Late Payment**

If the client fails to make timely payment, TARSS may grant a grace period of up to five (5) business days. Unless there is an express intention to renew the service, upon expiration of such period, TARSS may partially or totally suspend the service,

limit access, halt campaigns, restrict functionalities, block exports, or terminate the account in accordance with these Terms, without any obligation to refund amounts already accrued or paid.

## **11. Support**

Unless otherwise agreed commercially, standard TARSS support shall be provided Monday through Friday, from 8:00 a.m. to 6:00 p.m. Colombia time, through the channels enabled by TARSS (email, WhatsApp, calls). TARSS does not commit to a specific public SLA in this document and shall provide support and incident management based on reasonable operational availability criteria.

## **12. Maintenance and Interruptions**

The client acknowledges that TARSS may require maintenance, adjustments, updates, technical interventions, or unplanned corrective actions. Whenever reasonably possible, TARSS will provide prior notice. The client accepts that outages, bugs, temporary degradation, or occasional unavailability may occur, and that TARSS will make reasonable efforts to restore the service as quickly as possible, without this implying any guarantee of uninterrupted availability or automatic liability.

## **13. Permitted Use**

- TARSS may only be used for lawful, authorized purposes consistent with the nature of the service. TARSS recognizes the principle of good faith on the part of its clients in the provision of the service and, accordingly, shall not be responsible for improper or unlawful uses, as TARSS acts as a service provider and is not obligated to monitor user activities.
- The client may manage contacts, opportunities, tasks, campaigns, interactions, outbound calls, automations, reports, and other functionalities enabled under the subscribed plan.

- The client acknowledges that certain functionalities may depend on internal configurations, integrations, specific plans, or third-party services.

#### **14. Prohibited Uses**

Without prejudice to other restrictions set forth in these Terms, the client and its authorized users shall refrain from:

- Using TARSS for unlawful, fraudulent, deceptive, abusive, or bad faith activities.
- Sending spam, engaging in impersonation, contacting numbers, accounts, or recipients without authorization, or executing illegal or unauthorized campaigns.
- Violating policies, technical guidelines, content requirements, quality conditions, messaging restrictions, or third-party rules applicable to the channels used through TARSS.
- Uploading, requesting, storing, or processing through TARSS any information that is not necessary for the purpose of the service, particularly passwords, keys, full card numbers, CVV/CVC, PINs, authentication tokens, banking credentials, cryptographic seeds, financial secrets, biometric data, medical or health data, and other highly sensitive information not required for the ordinary operation of the platform.
- Copying, reproducing, modifying, adapting, distributing, or creating derivative works of TARSS.
- Performing reverse engineering, decompiling, disassembling, or attempting to obtain source code.
- Using the platform to develop services or products that directly or indirectly compete with TARSS.
- Circumventing or interfering with security measures, technical controls, authentication mechanisms, environment segregation, or access restrictions.
- Accessing or using TARSS through unauthorized automated means or beyond permitted functional limits.

- Executing scraping, flooding, endpoint saturation, mass automated requests, use of unauthorized bots, systematic data extraction, disproportionate API consumption, or any behavior that degrades the stability, security, or availability of the service.
- Using automations, webhooks, integrations, scheduled processes, or workflows in an abusive, excessive, or unreasonable manner.
- Using TARSS as a general document repository or as an intentional custodian of financial, banking, or confidential information unrelated to the purpose of the service.

## **15. Client Responsibility for Data and Use**

The client is solely responsible for the content, accuracy, quality, origin, legality, relevance, minimization, and proportionality of the data uploaded, managed, or processed through TARSS.

The client represents, warrants, and assumes full responsibility for having obtained the necessary authorization, consent, opt-in, legitimate interest, or other sufficient and verifiable legal basis, as required under applicable law, to collect, store, use, contact, record, transcribe, and process personal data of its contacts, leads, prospects, end users, and third parties through calls, WhatsApp, business messaging, email, or other channels enabled through TARSS.

The client shall be solely responsible for determining the applicable legal basis for each processing activity, retaining evidence of authorization where required, handling revocations, opt-outs, objections, unsubscribe requests, do-not-contact lists, and other data subject rights, and refraining from contacting individuals or numbers without sufficient legal authorization.

The client is responsible for the functional configuration of its tenant, campaigns, webhooks, integrations, flows, automations, templates, internal permissions, and operational settings, including when executed by its employees, administrators, supervisors, agents, consultants, contractors, call centers, BPOs, or third parties designated by it.

The client shall be fully responsible for the acts, omissions, messages, responses, interactions, configurations, decisions, and operations carried out by any persons to whom it grants access to TARSS, directly or indirectly. TARSS shall not be liable for unlawful, abusive, negligent, fraudulent, or non-compliant conduct carried out by users authorized by the client.

The client must safeguard the credentials, API keys, access, sessions, and permissions of its authorized users, and review files, data, and content prior to uploading them, ensuring that they do not contain prohibited, unnecessary, excessive, or unrelated information.

TARSS does not collect or validate, on behalf of the client, the authorizations, opt-ins, or consents required for campaigns, conversations, or communications executed by the client, unless an additional professional service has been expressly contracted for such purpose.

## **16. Outbound Calls, Recording, Transcription, AI Analysis, and Concurrency**

TARSS may enable automated outbound calling, AI-powered voice assistants, transcriptions, summaries, analytics, speech analytics, and other related functionalities. The client authorizes such functionalities to operate in accordance with the configuration established by the client and acknowledges that TARSS acts as a technological infrastructure and orchestration layer to facilitate such processing.

The client assumes primary responsibility for verifying the legality of the contact, the call, the recording, the transcription, the automated analysis, and the use of artificial intelligence, in accordance with the applicable jurisdiction, as well as for informing, notifying, or obtaining the necessary authorizations where required.

TARSS may establish technical and operational limits on the use of the platform, including, without limitation, call concurrency, workflow execution, API usage, event processing, storage, and resource consumption. Such limits may depend on the

subscribed plan, available infrastructure, and criteria related to service stability, security, and performance.

The baseline limits for call concurrency managed by TARSS shall be those set forth in the subscribed plan as provided in Clause Eight (8).

TARSS does not guarantee that functionalities based on artificial intelligence will produce results that are accurate, complete, error-free, or suitable for any particular purpose. The client must validate and supervise the results produced by automated or AI-based tools before making any commercial, operational, or legal decisions based on them.

## **17. Messaging and Conversational Content**

TARSS may store messages, conversation history, attachments, operational metadata, assignments, traceability, and internal notes through its business messaging functionalities, including WhatsApp modules or other channels.

Unless expressly agreed otherwise in writing, the client shall at all times retain exclusive ownership of its telephone numbers, WhatsApp Business accounts, business accounts, WABA, profiles, templates, credentials, tokens, configurations, and any other third-party assets or resources that it connects, uses, or enables through TARSS. TARSS acts solely as a provider of software, integration, orchestration, and technological infrastructure to facilitate the technical and operational management of such assets, without acquiring any ownership rights, ultimate control, assignment, independent license, or title over them.

Any assistance provided by TARSS in onboarding, configuration, activation, connection, parameterization, initial support, or technical support for templates or external channels shall not modify the ownership of such assets nor imply the assumption of any ongoing legal, regulatory, commercial, or operational responsibility over them.

The client shall be solely responsible for the content of messages, templates, campaigns, sequences, automated responses, responses sent by human agents, promotions, sweepstakes, offers, commercial statements, regulatory messages, attachments, and any other communication sent or managed through TARSS.

TARSS does not review or validate, from a legal, regulatory, commercial, or sector-specific standpoint, the content defined by the client, nor does it guarantee its legality, sufficiency, accuracy, suitability, approval by third parties, or compliance with consumer protection, data protection, advertising, telecommunications, or sector-specific regulations. If TARSS provides technical or operational assistance in onboarding, parameterization, uploading, connection, structuring, or submission for approval of templates or configurations, such collaboration shall not constitute legal approval of the content nor a transfer of responsibility from the client to TARSS, unless expressly agreed otherwise in writing.

The client acknowledges that such content may include confidential information or personal data entered by its agents or by third parties with whom it interacts, and undertakes to establish internal usage policies, instruct its agents accordingly, and refrain from using such channels to transmit prohibited or unnecessary categories of data.

## **18. Operational Limits**

Usage limits related to users, assistants, storage, workspaces, workflows, consumption, and other capacities shall be those specified in the subscribed plan, on the platform, or in the applicable commercial documentation. TARSS may implement reasonable operational, technical, or security controls to prevent abuse, service degradation, fraud, or risks to its infrastructure.

## **19. Third-Party Providers and Integrations**

TARSS may use, integrate, replace, or discontinue the use of third-party technology providers to deliver its services, without the need to amend these Terms or obtain prior authorization from the client. Certain functionalities may depend on such third parties and may be affected by their availability, performance, changes, costs, or conditions. The client may, where permitted by TARSS, connect its own external service accounts or credentials. However, the client acknowledges that the final outcome of such integrations may depend on third parties beyond the direct control of TARSS.

## **20. Reference List of Sub-processors and Related Services**

For informational purposes only, and without limiting the right to update as provided in these Terms and in the Privacy Policy, TARSS may rely on, among others, providers related to business messaging, AI assistants, telephony carriers, transactional email services, automation services, Google services, and other infrastructure, security, storage, or analytics services necessary for the provision of the service. The official and updated list of sub-processors may be published or referenced in the Privacy Policy or in complementary documents.

## **21. Third-Party Availability**

Without prejudice to mandatory legal obligations and any liability attributable to failures directly caused by TARSS, the client acknowledges that the availability of operators, carriers, APIs, AI providers, messaging services, email services, or infrastructure providers may affect the operation of certain platform features.

### **21A. Channel Quality, Limits, and External Restrictions**

The client acknowledges that certain messaging and communication channels, including WhatsApp Business or similar services, may be subject to quality metrics, reputation standards, validations, conversational categories, messaging windows,

sending limits, volume restrictions, template review processes, conversation initiation rules, and other conditions established by third parties.

Such conditions may change at any time at the discretion of the relevant third party and may partially or entirely affect the client's ability to send messages, initiate conversations, maintain active numbers, use specific templates, or sustain certain levels of channel quality or reputation.

TARSS does not guarantee the continuity of such conditions and shall not be liable for any effects arising from changes, restrictions, or sanctions imposed by third parties.

## **22. Personal Data Protection and Roles**

TARSS operates under a mixed data processing model. With respect to data necessary for account management, authentication, security, support, billing, service management, and general platform operations, TARSS acts as the data controller. With respect to data that the client uploads, manages, or processes through the CRM, campaigns, calls, recordings, transcriptions, analytics, messaging, automations, or equivalent modules, TARSS acts as the data processor on behalf of the client, who shall be the data controller.

## **23. Privacy Policy and Data Processing Addendum**

The Privacy Policy and, where applicable, the data processing clauses or addenda published or provided by TARSS shall form an integral part of these Terms and shall govern matters such as processing purposes, data subject rights, sub-processors, international transfers, client instructions, confidentiality, security measures, and other applicable conditions.

## **24. International Transfers**

The client acknowledges and authorizes that, for the provision of the service, certain data may be hosted, processed, transferred, or accessed from servers or providers located within or outside Colombia, including in any jurisdiction worldwide, provided that this is necessary for the operation of the service and is carried out under reasonable security measures and in accordance with applicable regulations.

## **25. Data Retention**

TARSS may retain indefinitely usage data, behavioral data, technical logs, aggregated analytics, or anonymized data that do not directly identify data subjects, for purposes of security, auditing, service improvement, analytics, and technological development. Identifiable personal data and sensitive data associated with clients who permanently terminate the service may be retained for the time necessary to fulfill contractual purposes, reactivation, continuity, support, security, fraud prevention, or legal compliance, and generally for up to ninety (90) days after termination, unless a longer retention period is required due to legal obligations, pending claims, or duly justified retention instructions.

## **26. Information Security**

TARSS shall implement reasonable technical, administrative, and organizational measures, consistent with the nature of the service and identified risks, to protect the confidentiality, integrity, and availability of the information processed through the platform. However, the client acknowledges that no information system, network, infrastructure, software, or data transmission can guarantee absolute security or complete immunity against unauthorized access, cyberattacks, malware, unknown vulnerabilities, third-party failures, or malicious acts beyond the reasonable control of TARSS.

## **27. Security Incidents and Risks**

TARSS may temporarily suspend accounts, campaigns, integrations, access, or functionalities when reasonably necessary to prevent, investigate, mitigate, or contain security incidents, fraud, abuse, segregation risks, unauthorized access, or any situation that may endanger the platform, TARSS, the client, or third parties. TARSS shall not be liable for attacks or breaches that reasonably exceed its capacity for prevention, detection, and response, except in cases of willful misconduct, gross negligence, or where non-waivable legal obligations apply.

## **28. Credentials and Access**

The client and its authorized users are responsible for maintaining the confidentiality of their credentials, sessions, codes, tokens, API keys, access configurations, and devices. The client shall be liable for any misuse arising from shared access, phishing, internal errors, weak passwords, operational negligence, or improper management of permissions within its tenant, unless a failure directly attributable to TARSS is demonstrated.

## **29. Intellectual Property**

TARSS, including its software, code, structure, interface, documentation, trademarks, distinctive signs, designs, proprietary content, materials, base configurations, and all other elements developed by SKY CODE S.A.S., is protected under Law 23 of 1982, as amended by Law 1915 of 2018, which grants SKY CODE S.A.S. full ownership of all rights conferred by law over the aforementioned elements. TARSS is a duly registered trademark of SKY CODE S.A.S., and any unauthorized use, appropriation, copying, adaptation, or creation of derivative works from TARSS is strictly prohibited.

## **30. Ownership and License over Client Data**

The client retains ownership of the data it uploads or manages through the platform. However, the client grants TARSS a limited, non-exclusive, worldwide, royalty-free license to use, store, process, transmit, technically copy, host, and analyze such data solely for the purpose of providing, maintaining, securing, operating, and improving the service, as well as for complying with legal and contractual obligations.

### **31. Monitoring, Review, and Protective Measures**

In order to protect the legality of the service, the security of the platform, and the interests of TARSS and third parties, and without prejudice to applicable confidentiality obligations, TARSS may reasonably review usage information, metadata, operational traceability, non-sensitive content uploaded by the client, and behavior within the platform, always within legal and contractual limits. This authority does not make TARSS a general guarantor of the client's legality nor does it transfer to TARSS the primary responsibility for the content or origin of the data uploaded.

### **32. Immediate Suspension**

TARSS may, at its sole discretion and without prior notice, suspend, limit, or block campaigns, operations, access, accounts, or functionalities when it determines that a conduct: (i) violates or may violate applicable law; (ii) entails a legal, reputational, operational, technical, or security risk; (iii) generates third-party complaints; (iv) breaches these Terms; (v) evidences fraud, abuse, or misuse; or (vi) arises in the context of non-payment, authority requirements, or infrastructure protection. Unless otherwise required by law, such suspension shall not give rise to any refund.

### **33. Termination by the Client**

The client may cancel its subscription at any time. Such cancellation shall not entitle the client to any refund of amounts already paid, regardless of when the request is made, and shall take effect in accordance with the applicable billing cycle or period.

#### **34. Termination by TARSS**

TARSS may terminate, in whole or in part, the client's access immediately in the event of breach of these Terms, unlawful or unauthorized use, fraud, non-payment, legal or reputational risk, request by a competent authority, harm to third parties, impact on platform security, or any conduct that reasonably justifies termination. In non-material cases, TARSS may grant a reasonable cure period prior to definitive termination of the service.

#### **35. Data Export and Post-Termination Deletion**

Upon termination of the service, the client may request the export of its information within sixty (60) calendar days from the termination date. After such period, TARSS may delete, anonymize, block, or purge the information associated with the client, except for data that must be retained due to legal obligations, security reasons, fraud prevention, auditing, defense of claims, or contractual compliance.

#### **36. Limitation of Liability**

TARSS shall be responsible for providing the platform and for implementing reasonable security measures over its infrastructure and software; however, it shall not be responsible for the accuracy, quality, legality, or reliability of data uploaded by the client; for the absence of a legal basis to contact, record, or process data; for configuration errors by the client or third parties designated by it; for defective automations; for integrations, webhooks, or external accounts configured by the client; for acts or omissions of employees, operators, consultants, contractors, call

centers, BPOs, or partners of the client; nor for the use of TARSS contrary to its intended purpose, documentation, or usage restrictions.

### **37. Exclusion of Indirect Damages**

TARSS shall not be liable for indirect, incidental, special, consequential, or punitive damages, including, without limitation, loss of profits, loss of revenue, loss of business opportunities, loss of information, loss of data, or any damages arising from the use or inability to use the platform. This exclusion shall not apply where applicable law prohibits the exclusion or limitation of certain liabilities.

### **38. Liability Cap**

In no event shall the total cumulative liability of TARSS arising out of these Terms or the use of the platform exceed the amount actually paid by the client to TARSS for the subscription period directly related to the claim, and in any case only with respect to proven damages directly attributable to TARSS.

#### **38A. Indemnification**

The client shall indemnify and hold harmless TARSS, SKY CODE S.A.S., and their directors, employees, contractors, and partners from and against any claims, investigations, demands, sanctions, fines, damages, costs, expenses, and fees arising from: (i) unlawful, abusive, or unauthorized use of the platform; (ii) non-compliance with data protection, consumer protection, advertising, telecommunications, or messaging regulations; (iii) absence of consent, opt-in, legal basis, or sufficient authorization to contact or process data; (iv) the content of campaigns, messages, calls, templates, promotions, or offers defined by the client; (v) the actions of its authorized users, agents, employees, contractors, or third parties under its account; or (vi) breach of policies or conditions imposed by external providers.

The foregoing shall apply unless it is demonstrated that the claim arises exclusively and directly from willful misconduct or gross negligence attributable to TARSS, or from a non-waivable legal obligation.

### **39. No Automatic Credits**

Service unavailability or failure shall not, by itself, entitle the client to automatic credits, discounts, compensation, or refunds, unless expressly agreed in writing by TARSS or required by applicable mandatory law.

### **40. Amendments to These Terms**

TARSS may amend these Terms to reflect regulatory, operational, technical, product, or commercial changes. Such amendments shall apply prospectively from the date indicated by TARSS. Where a change affects conditions applicable to renewals, service continuity, or new contractual stages, TARSS shall provide reasonable prior notice through appropriate means.

### **41. Communications and Notices**

Communications between TARSS and the client may be carried out via email, in-platform notices, authentication mechanisms, messages to the registered contact, or any other reasonably enabled channel. The client agrees that notifications sent to the contact information provided by the client shall be deemed valid.

### **42. Electronic Acceptance and Evidence**

The client agrees that registration, acceptance checkboxes, continued use of the platform, contracting through electronic means, data messages, access logs,

authentication records, payment confirmations, technical traceability, and any other reasonable electronic mechanisms may serve as evidence of acceptance, execution, and proof of these Terms, in accordance with applicable Colombian regulations on data messages and electronic commerce.

#### **43. Amicable Settlement and Governing Law**

Any dispute related to these Terms shall initially seek to be resolved through direct negotiation between the parties. If an amicable solution is not reached within a reasonable period, the dispute shall be submitted to the ordinary jurisdiction of the Republic of Colombia.

#### **44. Jurisdiction**

Unless otherwise required by mandatory law, the parties agree that any judicial dispute arising from these Terms shall be submitted to the competent courts of the city of Ibagué, Tolima, Colombia.

#### **45. Entire Agreement**

These Terms, together with the Privacy Policy, data processing addenda, the subscribed plan or offer, service orders, and any complementary policies published by TARSS, constitute the entire agreement between the parties regarding the use of the platform.