

Luke by Valority - Terms and Conditions

Valority Technologies Ltd.

Effective date: the date Customer first signs a pricing proposal, Order Form, or purchase order that references these Terms, or first accesses the Services, whichever is earlier.

These Terms and Conditions ("Terms") govern access to and use of the Luke platform and related services ("Services" or "Luke") provided by Valority Technologies Ltd., an Israeli company ("Valority," "we," "us," or "our"). By signing a pricing proposal, Order Form, or purchase order that references these Terms, or otherwise accessing or using the Services, the entity agreeing to these Terms ("Customer," "you," or "your") agrees to be bound by them.

If you are accepting these Terms on behalf of a company or other legal entity, you represent that you have authority to bind that entity, and "Customer" refers to that entity.

Relationship to other Valority documents. These Terms govern Customer's use of the Luke platform and the Services. Valority's Website Terms of Use provide that use of Valority's software platform and paid services is governed by a separate written agreement; these Terms (together with any Order Form) are that agreement. These Terms are accepted by Customer when Customer signs a pricing proposal, Order Form, or purchase order that references them, and apply to Customer's access to and use of the Services. These Terms do NOT govern use of the public Valority website or free demos and informational services, which remain subject to the Website Terms of Use; however, hands-on trials or evaluations of the Luke platform are governed by these Terms (see Section 3.6). Where an executed Order Form conflicts with these Terms, the Order Form controls for that engagement (see Section 18).

1. Definitions

"Affiliate" means any entity that controls, is controlled by, or is under common control with a party.

"Authorized Users" means employees, contractors, and agents of Customer who are authorized to use the Services under Customer's account, up to the number of User Seats purchased.

"Customer Data" means data, content, records, and materials that Customer or its Authorized Users submit to, or that Luke ingests, accesses, or processes from Customer's Connected Systems in connection with the Services. "Customer Content" has the same meaning.

"Connected Systems" means third-party systems, applications, data sources, and integrations that Customer connects to or authorizes Luke to access (e.g., analytics, advertising, CRM, data warehouse, and marketing platforms).

"Output" means analyses, insights, root-cause diagnoses, forecasts, recommendations, and other results generated by the Services, including AI-generated content.

"Order Form" means an ordering document, signed pricing proposal, or purchase order specifying the plan, User Seats, Usage Credits, fees, and term.

"Usage Credits" means the consumption units that meter analytical capacity, as described in the applicable plan or Order Form.

"Documentation" means Valority's then-current usage guides and policies for the Services.

2. The Services and Their Role

2.1 Nature of the Services

Luke is an AI-driven decision-support and recommendation system for marketing and growth teams. It ingests and interprets enterprise data, executes analytical workflows, and produces insights, forecasts, and recommended actions.

2.2 Auxiliary / advisory function - important

Luke is an auxiliary, advisory, and recommendation tool only. Output is provided for decision-support purposes. Luke does not make business, financial, or operational decisions for Customer, and Output is not professional, legal, financial, accounting, investment, or tax advice. **Customer retains sole and exclusive responsibility for reviewing, validating, and deciding whether and how to act on any Output.** Any action taken (including budget reallocation, bidding changes, campaign changes, or spend) is the Customer's independent decision.

2.3 No guarantee of outcomes

Output may reference estimated financial impact (e.g., revenue, CAC, ROI, ROAS). All such figures are estimates and projections based on available data and modeling assumptions. AI-generated Output is probabilistic in nature. **Valority does not warrant or guarantee any specific business, financial, or performance outcome**, nor the accuracy, completeness, or suitability of any Output. Actual results depend on factors outside Valority's control, including market conditions, data quality, and Customer's execution.

2.4 Human oversight

Customer agrees to apply meaningful human review before relying on or implementing material recommendations. Customer is responsible for ensuring that decisions are not made solely on the basis of automated processing where such reliance would be inappropriate or legally restricted.

3. Accounts, Plans, and Access

3.1 Plans

The Services are offered in tiers (currently Starter, Team, and Enterprise), each including a defined allocation of User Seats, Usage Credits, System Integrations, and support, as set out in the applicable plan description or Order Form. Pricing may combine base subscription fees with outcome-based or consumption-based arrangements.

3.2 Account registration

Customer must provide accurate, current account information and keep it updated. Customer is responsible for maintaining the confidentiality of credentials and for all activity occurring under its account.

3.3 Authorized Users

Access is limited to Authorized Users up to the purchased number of User Seats. Customer is responsible for Authorized Users' compliance with these Terms. Seats are for named individuals and may not be shared.

3.4 Usage Credits

Usage Credits meter analytical consumption and may expire or reset per the applicable plan or Order Form. Exceeding included Credits may require purchase of additional Credits or result in throttling, as described in the plan.

3.5 Minimum age

The Services are intended for users aged 16 and over. Customer and its Authorized Users must be at least 16 years old. Customer shall not upload to, or provide the Services access to, any data concerning persons under the age of 16. A breach of this Section constitutes a material breach of these Terms and may result in suspension or termination of the account.

3.6 Trials and Evaluations

Valority may make the Services available to Customer on a free trial, evaluation, or proof-of-concept basis at no charge ("Trial"), whether as a standalone zero-cost engagement or as an initial free-trial period within a paid Order Form. A Trial is provisioned under a signed pricing proposal or Order Form and is governed by these Terms. Notwithstanding anything to the contrary, during the Trial (or free-trial period): (a) the Services are provided "as is" and "as available," without any warranties, service-level commitments, or outcome commitments; (b) Valority may modify, suspend, or terminate the Trial at any time; (c) the Trial is for Customer's internal evaluation only and not for production use; and (d) to the maximum extent permitted by law, Valority's total aggregate liability arising out of or relating to the Trial will not exceed US\$100. Customer remains responsible for its Customer Data and Connected Systems during the Trial, and Sections 5, 6, and 14 apply. Where the Trial is an initial free period within a paid Order Form, the standard terms of these Terms (including the liability cap in Section 12.1) apply from the start of the paid subscription period. Where the Trial is standalone and the parties do not enter a paid subscription, the Trial and Customer's access end at the end of the Trial period, and Valority may delete Customer Data associated with the Trial.

4. Acceptable Use

Customer and Authorized Users shall not:

- (a) use the Services in violation of applicable law or third-party rights;
- (b) reverse engineer, decompile, or attempt to derive source code, models, or the underlying semantic layer, except to the extent such restriction is prohibited by law;
- (c) copy, resell, sublicense, or provide the Services to third parties except as expressly permitted;
- (d) upload malicious code, or submit malicious prompts or inputs (including attempts at prompt injection), or otherwise interfere with the integrity, performance, or safeguards of the Services;
- (e) attempt to gain unauthorized access to the Services or related systems;
- (f) use the Services to build a competing product or to benchmark for a competitor;
- (g) submit data that Customer lacks the rights or lawful basis to submit, or data concerning persons under the age of 16; or
- (h) use Output in any manner that would constitute unlawful discrimination or automated decision-making prohibited by applicable law; or
- (i) remove, alter, or obscure any proprietary or intellectual-property notices appearing in the

Services or Documentation.

Valority may suspend access for violations that pose a security, legal, or operational risk, with notice where practicable.

5. Customer Data and Connected Systems

5.1 Ownership

As between the parties, Customer owns all Customer Data. Customer grants Valority a non-exclusive, worldwide license to host, process, transmit, and use Customer Data solely to provide, maintain, secure, and improve the Services, and as otherwise permitted in these Terms.

5.2 Connected Systems

Customer authorizes Valority to access Connected Systems that Customer connects, using credentials or tokens Customer provides. Customer is responsible for: (a) having the right to grant such access; (b) the accuracy and lawfulness of data in Connected Systems; and (c) the terms governing those third-party systems. Valority is not responsible for the availability, accuracy, or acts/omissions of Connected Systems.

5.3 Customer responsibilities

Customer represents that it has obtained all consents, notices, and lawful bases required to provide Customer Data to Valority and to permit its processing as contemplated. Valority does not monitor the data Customer uploads to or makes accessible through the Services; it is Customer's responsibility to ensure that any sensitive or special-category data is transmitted in compliance with applicable Data Protection Law.

5.4 Aggregated / de-identified data

Valority may generate and use aggregated and/or de-identified data - including de-identified raw data - for purposes including operating, securing, maintaining, and improving the Services, provided that such data does not identify, and cannot reasonably be used to identify, Customer, any individual, any Authorized User, or any Connected System. Once data is aggregated or de-identified in this manner, it does not constitute Customer Data or Customer Content.

5.5 AI and model usage

Valority does not use Customer Data or Customer Content processed through the Services to train, fine-tune, or improve general-purpose artificial intelligence or machine learning models, except where explicitly agreed in writing by Customer or where required to provide the Services (e.g., model evaluation, security, or compliance). Luke's self-learning operates on Customer's own domain knowledge and accumulated organizational context to improve Output for that Customer. Notwithstanding the foregoing, Valority may develop, retain, and use generalized knowledge, know-how, methodologies, analytical and recommendation templates, problem-to-solution patterns, guardrails, roles, and configurations derived from providing and improving the Services ("Service Learnings"), and may apply Service Learnings across its customers and to improve the Services, provided that Service Learnings do not incorporate, contain, reveal, or enable the identification of any Customer Data, Customer Content, or Customer Confidential Information, and do not identify Customer or any individual. Nothing in this Section limits Valority's use of aggregated or de-identified data under Section 5.4.

5.6 Customer Data warranties. Customer represents and warrants that it owns or has secured

all rights, consents, and lawful bases necessary in the Customer Data to permit Valority to access and process it as contemplated by these Terms, and that the Customer Data, and Valority's processing of it as permitted, do not and will not infringe or violate any third-party rights or applicable law. Customer shall not submit to the Services any material that is unlawful, infringing, defamatory, obscene, or that Customer does not have the right to submit.

6. Data Protection and Privacy

6.1 Compliance

Each party will comply with applicable data protection laws, including, where applicable, the EU General Data Protection Regulation ("GDPR") and the UK GDPR, and U.S. state privacy laws including the California Consumer Privacy Act as amended by the CPRA ("CCPA/CPRA").

6.2 Roles

For personal data within Customer Data, Customer is the controller (or "business") and Valority is the processor (or "service provider"), processing personal data only on documented instructions from Customer to provide the Services. Valority will not "sell" or "share" personal data as those terms are defined under CCPA/CPRA, and will not retain, use, or disclose personal data for any purpose other than performing the Services.

6.3 Data Processing Addendum

Where Valority processes personal data subject to GDPR, UK GDPR, or CCPA/CPRA, the parties will be bound by Valority's Data Processing Addendum ("DPA"), which is incorporated by reference and forms part of these Terms. The DPA addresses processing instructions, confidentiality, security, sub-processors, data subject requests, breach notification, and international transfers (including applicable Standard Contractual Clauses).

6.4 International transfers

Valority is based in Israel. Customer acknowledges that Customer Data may be processed in cloud regions in the European Union and the United States, and may be accessed from Israel for support. Israel benefits from an EU adequacy decision; where additional transfer mechanisms are required, the DPA applies.

6.5 Security

Valority will maintain reasonable and appropriate technical and organizational measures designed to protect Customer Data against unauthorized access, loss, or disclosure, consistent with the Documentation, the DPA, and Valority's Security Policy. No security system is impenetrable, and Valority cannot guarantee absolute security.

7. Sub-processors and Third-Party Services

7.1 Sub-processors and hosting

Customer authorizes Valority to engage sub-processors (including cloud infrastructure, AI model providers, and operational service providers) to support the Services. Customer Data is hosted with reputable cloud service providers selected by Valority or, where agreed in an Order Form, selected by Customer. Valority will: (a) maintain a current list of sub-processors available on request or via the Documentation; (b) impose data protection obligations on sub-processors no less protective than those in the DPA; and (c) remain responsible for their performance.

7.2 Notice of changes

Valority will provide a mechanism to notify Customer of new sub-processors and a reasonable period to object on legitimate data protection grounds, as set out in the DPA.

7.3 Third-party integrations

Connected Systems and other third-party products are governed by their own terms. Valority makes no warranties regarding third-party products and is not liable for them.

8. Intellectual Property

8.1 Valority IP

Valority and its licensors own all rights, title, and interest in and to the Services, including the platform, software, models, the proprietary semantic layer, domain ontologies, Documentation, and all improvements thereto. No rights are granted except as expressly stated.

8.2 License to Customer

Subject to these Terms and payment of fees, Valority grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Services during the term for Customer's internal business purposes.

8.3 Output

As between the parties, and subject to Valority's underlying IP and to payment of fees, Customer may use Output internally for its business purposes. Customer is responsible for its use of Output, consistent with Section 2.

8.4 Feedback

If Customer provides suggestions or feedback, Valority may use, incorporate, and exploit it for any purpose without restriction, compensation, or attribution.

9. Fees and Payment

9.1 Fees

Customer will pay the fees specified in the applicable plan or Order Form, which may include base subscription fees plus consumption- or outcome-based amounts.

9.2 Invoicing and payment

Unless otherwise stated, fees are invoiced in advance and due within thirty (30) days of the invoice date; consumption- or usage-based fees are invoiced in arrears. Late amounts may accrue interest at the lower of 1.5% per month or the maximum permitted by law, and Customer will reimburse Valority's reasonable costs of collection, including attorneys' fees, on any overdue amounts.

9.3 Taxes

Fees are exclusive of taxes. Customer is responsible for all applicable taxes, excluding taxes on Valority's net income. Where required, value added tax (VAT) will be added.

9.4 Outcome-based components

Where an Order Form includes outcome-based pricing, the parties will agree in writing on the metrics, measurement methodology, baseline, and verification approach. Disputed measurements will be resolved in good faith using the agreed methodology.

9.5 No refunds

Except as expressly stated or required by law, fees are non-refundable and non-cancelable for the paid period.

10. Term, Suspension, and Termination

10.1 Term

These Terms apply from acceptance until all subscriptions expire or are terminated. The subscription term for the Services begins on the Subscription Start Date set out in the applicable Order Form or, if no such date is stated, on the date Valority first makes the Services available to Customer (for example, by provisioning the environment or issuing access credentials), whether or not Customer begins using them. Where an Order Form includes an initial free-trial period, the paid subscription term begins at the end of that period (see Section 3.6). Subscriptions run for the period stated in the plan or Order Form and renew per its terms.

10.2 Termination for cause

Either party may terminate for the other's material breach not cured within thirty (30) days of written notice. Either party may also terminate immediately if the other ceases its business operations or becomes subject to insolvency, bankruptcy, or similar proceedings that are not dismissed within ninety (90) days. Valority may terminate or suspend immediately for breaches of Section 4 or Section 3.5, or for non-payment.

10.3 Suspension

Valority may suspend the Services in whole or part for security risks, legal requirements, or non-payment, limiting suspension to the extent reasonably necessary. Valority may monitor use of the Services for security and operational purposes and may suspend access for security reasons, suspected unauthorized access to the Services, or illegal, fraudulent, or deceptive use.

10.4 Effect of termination

On termination, Customer's access ceases and outstanding fees become due. Within thirty (30) days after termination, Valority will, on request, make Customer Data available for export, after which it may delete Customer Data per the DPA and applicable law.

10.5 Survival

Sections that by their nature should survive (including 2.2-2.3, 5, 6, 8, 9, 11, 12, 13, and 14) survive termination.

11. Warranties and Disclaimers

11.1 Limited warranty

Valority warrants that it will provide the Services in a professional manner consistent with the Documentation.

11.2 Disclaimer

EXCEPT AS EXPRESSLY STATED, THE SERVICES AND ALL OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, VALORITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY THAT OUTPUT WILL BE ACCURATE, COMPLETE, ERROR-FREE, OR THAT USE OF OUTPUT WILL ACHIEVE ANY PARTICULAR RESULT. Customer acknowledges that AI systems may produce inaccurate or incomplete Output

and that Output requires human review per Section 2. Valority is not responsible for any loss of, or failure to back up, Customer Data, except as expressly stated in these Terms.

11.3 No malicious code. Valority warrants that it will employ industry-standard measures designed to ensure that the Services do not introduce viruses, worms, back doors, trojan horses, or other malicious code into Customer's systems.

12. Limitation of Liability

12.1 Liability cap

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES WILL NOT EXCEED THE TOTAL VALUE OF THE APPLICABLE COMMERCIAL CONTRACT - that is, the total fees paid or payable by Customer to Valority under the Order Form or subscription giving rise to the claim. Where no Order Form applies, the cap is the fees paid in the twelve (12) months preceding the claim.

12.2 Exclusion of indirect damages

NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY.

12.3 Decisions and reliance

Without limiting Section 2, Valority will have no liability for losses arising from Customer's decisions, actions, or reliance on Output, given Luke's auxiliary and advisory role.

12.4 Exceptions

The limitations in this Section do not apply to: (a) Customer's payment obligations; (b) either party's breach of the other's intellectual property rights; (c) a party's indemnification obligations; or (d) liability that cannot be limited under applicable law (including liability for fraud, willful misconduct, or bodily injury).

13. Indemnification

13.1 By Valority

Valority will defend Customer against third-party claims alleging that the Services, as provided and used as permitted, infringe that third party's intellectual property rights, and will indemnify Customer for resulting damages finally awarded, subject to the cap in Section 12.1.

13.2 By Customer

Customer will defend and indemnify Valority against third-party claims arising from: (a) Customer Data or Connected Systems; (b) Customer's use of the Services or Output in violation of these Terms or law; or (c) Customer's decisions or actions based on Output.

13.3 Process

The indemnified party will provide prompt notice, reasonable cooperation, and control of the defense to the indemnifying party (with the right to participate at its own expense). No settlement imposing liability on the indemnified party may be made without its consent.

13.4 Exclusions. Valority has no obligation under Section 13.1 for any claim arising from: (a) Customer Data or Connected Systems; (b) modification of the Services by anyone other than Valority; (c) combination or use of the Services with products, data, or services not provided by

Valority where the claim would not have arisen but for such combination or use; or (d) Customer's use of the Services in breach of these Terms or contrary to Valority's instructions or the Documentation.

13.5 Mitigation and sole remedy. If the Services become, or in Valority's reasonable opinion are likely to become, the subject of an infringement claim, Valority may, at its option and expense: (i) procure for Customer the right to continue using the affected Services; (ii) modify or replace the affected part of the Services with functionally equivalent, non-infringing material; or (iii) terminate the affected Services and refund any prepaid, unused fees prorated for the remaining term. Sections 13.1, 13.4, and 13.5 state Valority's entire liability and Customer's sole and exclusive remedy for any claim of intellectual-property infringement.

14. Confidentiality

14.1 Definition. "Confidential Information" means non-public information disclosed by one party ("Disclosing Party") to the other ("Receiving Party") that is designated as confidential or that should reasonably be understood to be confidential given its nature or the circumstances, including business, financial, technical, product, customer, supplier, and security information, the terms of these Terms and any Order Form, and Customer Data.

14.2 Exclusions. Confidential Information does not include information that: (a) is or becomes publicly available through no act or omission of the Receiving Party; (b) was rightfully known to the Receiving Party before disclosure; (c) is rightfully received from a third party without a duty of confidentiality; (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (e) is expressly approved for release in writing by the Disclosing Party.

14.3 Obligations. The Receiving Party will: (a) use Confidential Information solely to exercise its rights and perform its obligations under these Terms; (b) protect it using at least a reasonable standard of care, and no less than the care it uses for its own Confidential Information of similar nature; (c) not reverse engineer or copy it except as permitted under these Terms; and (d) not disclose it except to its employees, contractors, and professional advisors who have a need to know it and are bound by confidentiality obligations no less protective than these, and for whose compliance the Receiving Party remains responsible.

14.4 Compelled disclosure. The Receiving Party may disclose Confidential Information to the extent legally compelled, provided it gives the Disclosing Party prompt prior notice where lawful so the Disclosing Party may seek protection, discloses only the portion legally required, and the information otherwise retains its confidential status.

14.5 No rights granted. Disclosure of Confidential Information grants the Receiving Party no license or other rights to it except as expressly stated in these Terms; all ownership remains with the Disclosing Party.

14.6 Duration and return. The obligations in this Section survive termination and continue: with respect to trade secrets, for as long as the information remains a trade secret; and with respect to all other Confidential Information, for six (6) years after termination. On the Disclosing Party's request, the Receiving Party will return or destroy the Confidential Information in its possession, subject to legal retention requirements and routine backups.

14.7 Relationship to MNDA. Any separately executed mutual non-disclosure agreement between the parties ("MNDA") remains in full force and effect and continues to govern information exchanged under it; these Terms govern Confidential Information exchanged in connection with the Services. Where the MNDA and this Section both apply to the same information, the more protective terms control.

15. Service Levels and Support

Support and any service-level commitments are as described in Valority's Service Level Agreement, available at <https://valority.ai/legal/ServiceLevel>, and in the applicable plan, Documentation, or Order Form. The Services may be subject to scheduled maintenance and updates. Valority may modify features of the Services provided it does not materially degrade core functionality during a paid term.

16. Changes to the Terms

Valority may update these Terms from time to time. For material changes, Valority will provide reasonable prior notice (for example, by email or in-product notice), and such changes will take effect no earlier than seven (7) days after notice is given. Continued use after the effective date of changes constitutes acceptance. For Customers under an executed Order Form, the Terms in effect at signing apply for that term unless otherwise agreed.

17. Governing Law and Dispute Resolution

17.1 Governing law

These Terms are governed by the laws of the State of Israel, without regard to conflict-of-laws principles. The UN Convention on Contracts for the International Sale of Goods does not apply.

17.2 Jurisdiction

The competent courts of Tel Aviv-Jaffa, Israel, will have exclusive jurisdiction over any dispute arising out of or relating to these Terms, and each party submits to that jurisdiction.

17.3 Injunctive relief

Either party may seek injunctive or equitable relief to protect its intellectual property or confidential information in any court of competent jurisdiction.

18. General

18.1 Force majeure. Neither party is liable for delays or failures due to events beyond its reasonable control.

18.2 Assignment. Neither party may assign these Terms without the other's consent, except to an Affiliate or in connection with a merger, acquisition, or sale of substantially all assets, with notice.

18.3 Entire agreement. These Terms, together with any Order Form, the DPA, and referenced policies, are the entire agreement and supersede prior agreements on the subject matter, except that any mutually executed non-disclosure or confidentiality agreement between the parties remains in full force and effect and survives alongside these Terms.

18.4 Precedence and controlling document. These Terms (together with any Order Form) are



Enterprise Data, **Unlocked.**

the separate written agreement contemplated by Valority's Website Terms of Use for use of the Luke platform and paid Services. In the event of any conflict or inconsistency, these Terms take precedence over the Website Terms of Use, Privacy Policy, Security Policy, and any other general Valority policy or website content. The only exceptions are: (1) a mutually executed Order Form, and (2) the Data Processing Addendum, each of which controls over these Terms solely with respect to its specific subject matter and only to the extent of the conflict.

18.5 Severability. If any provision is unenforceable, the remainder remains in effect.

18.6 No waiver. Failure to enforce a provision is not a waiver.

18.7 Independent contractors. The parties are independent contractors; nothing creates a partnership, agency, or joint venture.

18.8 Notices. Notices to Valority should be sent to info@valority.ai (with privacy matters to privacy@valority.ai); notices to Customer may be sent to the account's registered contact. Notices are deemed given on delivery if delivered by hand or by email (with confirmation of receipt), or three (3) business days after dispatch if sent by registered mail.

18.9 Publicity. Valority may identify Customer as a customer with Customer's prior consent, except as set out in an Order Form.

19. Contact

Valority Technologies Ltd.

Hod-Hasharon, Israel

General & notices: info@valority.ai

Support: support@valority.ai

Legal / Privacy / DPO: privacy@valority.ai