

Terms of Service

Last updated: February 2025

These Terms of Service, which we'll refer to simply as the "**Terms**," set out the rules by which you may use our Services. The Terms explain how our Services work and provide you with a list of the "dos and don'ts" when using them. These Terms are more than just rules though – they form a legally binding contract between us and you that you accept when clicking on the box marked "I agree". Please read through this document carefully and make sure these Terms are acceptable to you. If you don't agree to any of these Terms, do not click "I agree" and do not continue using the Services. If you have any questions, please don't hesitate to contact us at contact@trycrust.co.

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1. The Basics.

1.1. [Key Terms](#).

- 1.1.1. We are Crust AI Ltd. and we'll refer to ourselves as "**Crust**," "**us**," "**our**," or "**we**." Our offices are located at 7 Ha-Melits St., Tel Aviv, Israel, and our registration number is 517105631.
- 1.1.2. When we use the term "**you**," we mean anyone using our Services. If you are registering for the Services on behalf of a company or organization, the term "you" is also meant to refer to that company, where it makes sense from the context. When we mean to refer only to your company, we'll use the term "**Customer**."
- 1.1.3. When we refer to our "**Platform**," we mean our AI-powered tool generating customizable business portals, enabling you to visualize your data in order to gain actionable insights into your business operations. When we refer to our "**Services**," we mean any services available on the Platform.

- 1.2. Privacy. When you use our Services, we collect Personal Data (as defined in the Privacy Notice) about you. Check out our Privacy Notice at <https://trycrust.co/privacy> for details about the types of Personal Data we collect, what we do with it, the security measures we use to keep it safe, and the rights you have regarding your Personal Data.
- 1.3. Changes to these Terms. We may update these Terms from time to time and will post the updated version on this page with the date it was published. Please check this page occasionally to make sure you're aware of the Terms that apply to you. We will notify you if we make any material changes before the updated Terms take effect. If you continue to use our Services after we update the Terms, that means that you agree to and accept the updated version.

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2. Our Services.

- 2.1. Subject to these Terms, Crust allows you to use the Services on a non-exclusive basis for the Customer's internal business purposes.
- 2.2. Platform.
 - 2.2.1. **Data Access**. In order to use the Platform, you are required to integrate your account on the Platform with your third-party data base and data source account, such as your Airtable account and/or other data sources as may be available for integration with the Platform from time to time ("**Data**"), by using the token provided by us. In order to provide you with the Services, the Data is exported from your data sources account and copied and stored on our Platform.
 - 2.2.2. **Portal**. Crust enables you to create a customized business portal linked to your Data, accessible via a unique URL exclusively available to the Customer and its users involved in the same project ("**Portal**"). This Portal allows users to get insights into the Customer's business operations by displaying Data as requested by the users. You can build and customize the Portal by entering your specific requirements through prompts into the Platform, which uses AI to generate the customized Portal.

3. User Accounts.

- 3.1. Creating an Account. In order to use the Services, you will need to create an account. If you are associated with a specific Customer and a specific project, we will send you a link allowing you to set up your account. You may register by logging in through your Gmail, or other third-party account. You may only do so if the third-party account is yours and you have the right to use that account with our Services. Once you have set up your account, you have the option to adjust your login credentials.
- 3.2. Reservation of Rights. Subject to applicable law, Crust may refuse to open an account for any individual at its sole discretion and/or may limit the number of users the Customer may register.

- 3.3. Unauthorized Use. You agree to notify us immediately of any unauthorized use of your account. You are solely responsible for all activity on your account, even if that activity was not actually performed by you. To the fullest extent permitted by applicable law, Crust will not be responsible for any losses or damage arising from unauthorized use of your account. While we reserve the right to investigate suspected violations of these Terms or illegal and inappropriate behavior through the Services, we cannot guarantee that we will learn of or prevent any inappropriate use of the Services.

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4. Fees and Payment.

- 4.1. Fees. The Customer agrees to pay Crust the fees specified on Crust's website in accordance with the plan for which it has registered. Payments shall be made on a monthly basis, in advance of the applicable month or on an annual basis, in advance of the applicable year, as applicable. Late payments bear interest at the rate of 1% per month. Except as expressly provided in these Terms, fees, including prepaid fees, are non-refundable.
- 4.2. Taxes. All amounts payable hereunder are exclusive of all applicable VAT, taxes and government charges (which shall be added to any payment to the extent applicable).
- 4.3. Third-Party Processors. If you are directed to a third-party payment processor, you may be subject to terms and conditions governing the use of that service. Please review the payment processor's terms and conditions and privacy notice before using such services.

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5. Use Restrictions.

- 5.1. You may not do or attempt to do or allow a third party to do any of the following: (1) decipher, decompile, disassemble, or reverse-engineer any of the code or software used to provide the Services, including framing or mirroring the Services; (2) copy, modify, or distribute the Services; (3) circumvent or interfere with security-related features of the Services or features that restrict use of or access to any Content (as defined below); (4) use any robot, spider, site search or retrieval application, or any other process to retrieve, index, and/or data-mine the Content or otherwise circumvent the navigational structure of the Services; (5) use another's account without permission; (6) remove, alter, or conceal any copyright, trademark, service mark or other such notices incorporated in the Services; and (7) use the Services in any manner not permitted by applicable law, including all applicable export laws and regulations to (re)export the Services and/or any related materials in violation of such laws or use in countries subject to sanctions under applicable law.
- 5.2. You may not use our Services if doing so is unlawful. We will cooperate with any law enforcement authorities or court orders requesting that we disclose the identity, behavior, or User Content (as defined below) of anyone believed to have violated these Terms or to have engaged in illegal behavior in connection with the Services.

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6. Representations.

- 6.1. Our Representations. We represent that Crust is organized under applicable law, has the ability to enter into and perform its obligations under these Terms, and that doing so does not conflict with any of our commitments to any third party nor with any applicable legal obligation. We will use commercially reasonable efforts to provide our Services faithfully, diligently, and in accordance with the standard practices in our industry.
- 6.2. Your Representations. By accepting these Terms, you represent that: (a) you are at least 18 years old and have the ability to form a binding contract; (b) your use of the Services will not violate any applicable law or any obligation you have to a third party; (c) all the registration information you submit is and will remain truthful and accurate. If you are registering on behalf of the Customer, you further represent that you are authorized to bind the Customer to these Terms. You also represent that the Customer is duly organized under applicable law, it has the authority to enter into these Terms, and that by doing so and using the Service, it will not be in conflict with any obligations it has to any third party or any legal requirement.

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7. **Privacy.** If you provide us with any Personal Data you represent that: (i) you have provided all necessary notices and have, and will maintain all necessary rights and legal bases required under applicable law to provide us with the Personal Data of such individuals in order to allow us to process and share such data in order to provide the Services and for our internal business purposes, including the improvement of our Services, all as detailed in our Privacy Notice; (ii) you will maintain a record of such legal bases, as required under applicable law; and (iii) you will not provide us with any sensitive or other categories of data that are subject to additional protections under law, such as data regarding children, finance, or health.

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8. Intellectual Property.

- 8.1. Our Property. We retain all worldwide intellectual property rights, title, and interest in our Platform and our Services, including their overall appearance and any text, graphics, designs, videos, interfaces, and underlying source files of the Services, any Content we provide, and our name, trademarks, and logos. In some cases we have obtained the right to use certain elements of our Services from others and in that case, those elements are owned by their respective owners. Even though we're allowing you to use our Services, that doesn't mean that we're transferring ownership or any other rights to you or that we're allowing you to use our name, any trademarks, logos, or similar property as your own.
- 8.2. Your Property. When you provide User Content through the Services, that content remains yours. By providing User Content, you do allow us to use it in connection with the Services, including copying, modifying, and preparing derivative works of it where necessary in order to provide the Services, as well as for analytics purposes

and for improvement of the Services. If you provide us with any feedback regarding our Services, you agree that we may use it and share it freely.

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9. Content and User Content.

- 9.1. Definitions. We may provide certain materials such as the Portal, images, videos, tables, charts, an interface, statistics, and reports through the Services and may also allow you and other users to provide certain types of material, such as Data, images, photos, pictures, videos, media, reports, text, prompts, documents and logos. "**User Content**" means materials you provide, and "**Content**" means any content available through the Services, including User Content that may be provided by other users. Your messages through the chat feature are also considered User Content.
- 9.2. User Content Restrictions. You are and shall remain at all times fully and solely responsible for any User Content that you provide. You may not provide any User Content or act in any way that:
 - 9.2.1. is considered to be sensitive data, including health data;
 - 9.2.2. violates the legal rights of others, including defaming, abuse, stalking or threatening others;
 - 9.2.3. infringes (or results in the infringement of) the intellectual property, moral, publicity, privacy, or other rights of any third party;
 - 9.2.4. is (or you reasonably believe or should reasonably believe to be) in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity, or involving any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material;
 - 9.2.5. does not comply with any applicable laws, rules, or regulations;
 - 9.2.6. restricts or inhibits use of the Services;
 - 9.2.7. posts, stores, transmits, offers, or solicits anything that contains the following, or that you know or should know contains links to the following or to locations that in turn contain links to the following:
 - 9.2.7.1. material that we determine to be offensive (including material promoting or glorifying hate, violence, bigotry, or any entity (past or present) principally dedicated to such causes or items associated with such causes);
 - 9.2.7.2. material that is racially or ethnically insensitive, defamatory, harassing or threatening;
 - 9.2.7.3. pornography or obscene material;
 - 9.2.7.4. any virus, worm, trojan horse, or other harmful or disruptive component; or
 - 9.2.7.5. anything that encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law or regulation, or is otherwise inappropriate or offensive.
- 9.3. User Interaction. When interacting with other users, whether or not such interaction occurs within the Platform, you agree to conduct yourself in a respectful and appropriate manner. This includes, but is not limited to, refraining from abusive, threatening, or harassing behavior, personal attacks, discrimination, or offensive language. Please note that if you interact with others or make User Content available

to others, it may be possible for others to obtain Personal Data about you. We have no control over the use of this data by others and are not responsible for their use of this data. We reserve the right to monitor interactions between users and to intervene or take action where necessary, which may include, but is not limited to, suspending or terminating the accounts of users who do not adhere to these terms.

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10. Indemnification. You agree to indemnify, defend, and hold harmless Crust, its affiliates, and its/their respective directors, officers, employees, subcontractors, and agents from and against any claim, damage, or loss, including reasonable court costs, attorneys' fees, and any fines that may be incurred that arise directly or indirectly from your: (a) breach of these Terms, including any of your representations or warranties, whether by you or by anyone using your account or device, and whether or not that use was authorized by you; (b) use or misuse of the Services; (c) violation of any law or regulation, including breach of applicable data protection laws; and/or (d) infringement of any right of any third party.

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11. Disclaimers.

- 11.1. DISCLAIMER OF WARRANTIES. THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. OTHER THAN THE WARRANTIES MADE EXPLICITLY IN THESE TERMS, WE DO NOT MAKE ANY ADDITIONAL WARRANTIES (IMPLIED, STATUTORY, OR OTHERWISE) ABOUT THE PLATFORM, SERVICES, PORTAL OR ANY CONTENT, INCLUDING WITHOUT LIMITATION THAT THE SERVICES WILL BE OF GOOD QUALITY, USEFUL FOR YOUR OR THE CUSTOMER'S, AS APPLICABLE, SPECIFIC NEEDS OR ANY PARTICULAR PURPOSE, ACCURATE, ERROR-FREE (OR THAT ERRORS WILL BE CORRECTED), RELIABLE, SECURE, COMPLETE, NON-INFRINGEMENT, OR THAT THE SERVICES WILL BE PROVIDED IN A TIMELY MANNER. WE EXPLICITLY DISCLAIM THAT THE PORTAL AND ANY INFORMATION AVAILABLE THROUGH IT WILL BE ACCURATE AND MEET YOUR SPECIFICATIONS.
- 11.2. Third Parties. We cannot control the functionality of the services provided by third parties and assume no responsibility for any telephone or network line failure or interruption, or traffic congestion on the internet or on the Services themselves. We cannot control the actions of bad actors and do not guarantee that we will successfully prevent unauthorized access to or alteration of the Services.
- 11.3. Users. We cannot anticipate or control the actions or inactions of anyone else, including our clients, users, or unauthorized users. Therefore, WE DISCLAIM ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF ANY AND ALL USERS (INCLUDING UNAUTHORIZED USERS), THAT ARE NOT SOLELY DUE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- 11.4. User Content. User Content comes from sources outside of our control, we take no responsibility for the accuracy, usefulness, safety, appropriateness, or non-infringement of any User Content; your use of any User Content is at your own risk. We do not endorse any opinions or recommendations expressed in any User Content. We have no obligation to display or maintain any User Content and may remove it

without notice to you and for any reason.

- 11.5. Data Retention. We are not a data retention service. It is your sole responsibility to back up any data you provide to us. If data you provide to us is lost or corrupted for any reason, we shall not be responsible for any damage or loss you experience if you are unable to recover that data.
- 11.6. Third-Party Content. Our Platform may provide you with links to third-party services. We make no promises regarding and are not liable for the content, goods, or services provided by such third parties, including any payments submitted through such links. We also cannot make any promises about and are not liable for another party's data protection policies. When you click on any of these links, you do so at your own risk. We urge you to exercise caution when using third-party services.
- 11.7. AI Tools. Please be advised that the feature building and customizing the Portal ("**Portal Creation**") on our Platform is powered by AI. While we strive to ensure that the Portal Creation functions properly, due to the nature of artificial intelligence technology, we cannot guarantee the accuracy of the Portal and the information provided thereon, which may vary based on various factors, and we expressly disclaim all warranties regarding the Portal Creation, the Portal and the information provided thereon. Please use the Portal Creation and the Portal responsibly. We are not liable for any damages resulting from your reliance on the Portal Creation, the Portal and the information provided thereon.

The Portal Creation is built on technology offered by OpenAI and Anthropic as well as our own proprietary technology. When you provide User Content in connection with the Portal Creation and the Portal, this User Content may be shared with OpenAI and Anthropic and will be processed by OpenAI and Anthropic, in accordance with its terms and policies. Additionally, we may use this User Content in order to improve our Services.

- 11.8. In light of the above, you understand that using the Services entails some degree of risk. When you choose to use the Services, you do so at your sole discretion and risk. Some jurisdictions do not allow the exclusion of certain warranties and therefore some of the above exclusions may not apply to you. Check your local laws for any restrictions regarding the exclusion of implied warranties.

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12. Limitation of Liability.

- 12.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CRUST (AND ITS OFFICERS, EMPLOYEES, OR SUBCONTRACTORS) SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT CRUST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.2. OUR MAXIMUM AND AGGREGATE LIABILITY UNDER THESE TERMS AND UNDER ANY CAUSE OF ACTION WILL NOT EXCEED THE CUMULATIVE AMOUNT CUSTOMER HAS PAID US IN THE SIX MONTHS PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM OR CAUSE OF ACTION AROSE, IF APPLICABLE.

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13. Term and Account Termination.

- 13.1. Term. These Terms will take effect when you accept them and shall continue in full force and effect until they are terminated in one of the ways described below.
- 13.2. How to Terminate Your Account. You or Customer may request termination of your account (and, by association, these Terms) at any time by sending an email to contact@trycrust.co. We will process your or the Customer's request promptly after receiving notice.
- 13.3. Termination by Crust. We reserve the right to suspend or terminate your account (and, by association, these Terms) at any time and for any reason by providing three days' prior notice. We also have the right to suspend or terminate your account (and, by association, these Terms) immediately if: (i) you violate the letter or spirit of these Terms; (ii) you engage in fraudulent, abusive, or illegal behavior or harass or harm other users, third parties, or our business interests; or (iii) you fail to pay any fees you are required to pay, including if you initiate a chargeback. In case of termination by Crust, you will have the opportunity to export your User Content for a period of 30 days following termination. If your account is terminated, you may not rejoin by opening a new account without our permission.
- 13.4. Survival. Even if your account is terminated, you will still be bound by the sections of these Terms which, by their nature, are meant to survive termination.

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14. **Publicity**. During the Term, we may refer to the Customer as our customer and may display the Customer's name and logo on our website and in other marketing materials.
15. **Force Majeure**. Neither party will be liable for any default or delay in its performance of its obligations under these Terms to the extent caused by a natural disaster, act of God, act of war or terrorism, riot, third-party labor strike, pandemic, or other similar occurrence beyond its reasonable control, provided that the affected party makes all reasonable efforts to comply with its obligations despite the occurrence. The affected party shall, as soon as reasonably practicable, notify the other party of the occurrence. It is clarified that payment obligations hereunder may be delayed due to a force majeure event but will not be excused.
16. **Notices**. To provide an official notice in accordance with these Terms, either we or you may send a notice by courier, registered mail, or by email to the addresses we provide to each other. Either party may assume its notice has been received one after: (1) business day following delivery by courier, four (4) business days following delivery by registered mail, and one (1) business day after email transmission.
17. **General**. These Terms constitute the entire agreement between us and you regarding our Services, and any and all other agreements existing between us regarding the Services are hereby terminated. We may assign our rights and obligations in these Terms to any third party. You may not assign any of your rights or obligations in these Terms to anyone else and

any attempt to do so will be void. If either party waives any rights regarding any breach or default of these Terms, that waiver shall not be deemed to waive any other breach or default. The courts in the State of Israel shall have exclusive jurisdiction over any disputes regarding these Terms. The laws of the State of Israel shall govern these Terms without regard to the United Nations Convention on the International Sales of Goods. In the event that a court rules that a provision of these Terms is unenforceable, that provision shall be replaced with an enforceable provision which most closely achieves the effect of the original and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between us and you, and nothing in these Terms enables you to act on our behalf.

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