



# Flintworks — Terms of Service

Version 1.0 | Effective: March 1, 2026 | flintworks.ai

## Terms of Service

Version 1.0 | Effective: March 1, 2026

### Table of Contents

---

1. Introduction and Acceptance
2. Definitions
3. Platform Services
4. Account Registration and Security
5. Your Content and Responsibilities
6. Acceptable Use
7. Fees and Payment
8. Suspension and Termination
9. Intellectual Property
10. Warranties and Disclaimers
11. Limitation of Liability
12. Indemnification
13. General Provisions
14. Contact

### 1. Introduction and Acceptance

---

These Terms of Service (“Terms”) constitute a legally binding agreement between you (“you”, “your”, or “Customer”) and Flintworks (“we”, “us”, “our”, or “Flintworks”) governing your access to and use of the Flintworks platform, including all related services, APIs, and documentation (collectively, the “Platform”).

By creating an account, accessing, or using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you are accepting these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms.

These Terms incorporate by reference our [Privacy Policy](#), which describes how we collect, use, and protect your personal data.

If you do not agree to these Terms, you must not access or use the Platform.

---

## 2. Definitions

---

The following terms have specific meanings when used in these Terms of Service:

Term	Definition
<b>Platform</b>	The Flintworks multi-tenant SaaS application, including its web interface, APIs, documentation, and all related services provided at flintworks.ai.
<b>Client Account</b>	An organizational account on the Platform that represents a company or entity, providing multi-tenant data isolation and centralized management.
<b>Account User</b>	An individual authorized to access a Client Account with a specific role (Owner, Administrator, Editor, or Viewer).
<b>Digital Assistant</b>	An AI-powered conversational agent created and managed through the Platform, configured with specific LLM models, prompts, and workflows.
<b>End User</b>	Any individual who interacts with a Digital Assistant deployed through the Platform, such as via WhatsApp, WebChat, or other supported channels.
<b>Content</b>	All data, text, prompts, knowledge bases, configurations, conversation logs, and other materials uploaded to, created on, or generated through the Platform.
<b>LLM Provider</b>	A third-party provider of large language model services (e.g., Anthropic, OpenAI, Google) used by the Platform to power Digital Assistants.
<b>API Key</b>	A unique authentication credential issued to a Client Account for programmatic access to the Platform's REST API.
<b>Workflow</b>	An automation sequence configured on the Platform, including Route Workflows (logic routes) and Channel Workflows (channel-specific webhooks).

---

## 3. Platform Services

---

### 3.1 Service Description

Flintworks provides a multi-tenant platform that enables businesses to create, deploy, and monitor AI-powered Digital Assistants. The Platform offers workflow management, conversation tracking, LLM observability, and analytics capabilities through a web interface and REST API.

### 3.2 Third-Party LLM Providers

The Platform integrates with third-party LLM Providers to power Digital Assistants. You acknowledge that:

- AI responses are generated by third-party models and are not created or controlled by Flintworks.
- Conversation data is transmitted to LLM Providers for processing according to their respective terms and privacy policies.
- The availability, quality, and capabilities of LLM services depend on the respective providers and may change without prior notice from Flintworks.

### 3.3 Availability

We use commercially reasonable efforts to make the Platform available 24/7. However, you acknowledge that:

- The Platform may experience downtime for maintenance, updates, or unforeseen circumstances.
- We do not guarantee 100% uptime or uninterrupted access.
- Planned maintenance will be communicated in advance whenever reasonably possible.

### 3.4 Modifications to the Platform

We may modify, update, or discontinue features of the Platform at any time. For material changes that significantly affect your use of the Platform, we will provide at least **30 days' prior written notice** via email or in-platform notification.

---

## 4. Account Registration and Security

---

### 4.1 Account Registration

To use the Platform, you must create an account by providing accurate and complete information. You must be at least 18 years of age to create an account. You agree to keep your account information current and accurate at all times.

### 4.2 Account Roles

The Platform supports the following roles within a Client Account, each with different levels of access and permissions:

- **Owner:** Full control over the Client Account, including billing, user management, and all platform features.

- **Administrator:** Management of users, Digital Assistants, and workflows within the account.
- **Editor:** Creation and modification of Digital Assistants and workflows.
- **Viewer:** Read-only access to account data, analytics, and reports.

### 4.3 Credentials and API Keys

You are responsible for maintaining the confidentiality and security of your account credentials and API Keys. API Keys provide programmatic access to your account data and must be stored securely. You must not share your credentials or API Keys with unauthorized parties.

### 4.4 Two-Factor Authentication

The Platform supports two-factor authentication (2FA) for enhanced security. We strongly recommend enabling 2FA on all accounts, particularly for Owner and Administrator roles.

### 4.5 Account Responsibility

You are responsible for all activities that occur under your account, including actions taken by Account Users you authorize. You must notify Flintworks immediately at [security@flintworks.ai](mailto:security@flintworks.ai) if you become aware of any unauthorized access or security breach.

---

## 5. Your Content and Responsibilities

---

### 5.1 Ownership of Content

You retain all ownership rights to the Content you upload to or create on the Platform, including prompts, knowledge bases, workflow configurations, and other materials. Flintworks does not claim ownership of your Content.

### 5.2 License to Flintworks

By uploading Content to the Platform, you grant Flintworks a limited, non-exclusive, worldwide license to use, process, store, and transmit your Content solely for the purpose of providing and improving the Platform services. This license terminates when you delete your Content or your account is closed.

### 5.3 Content Responsibility

You are solely responsible for the Content you upload, create, or distribute through the Platform, including:

- Ensuring your Content does not violate applicable laws or third-party rights.
- The accuracy and appropriateness of prompts and knowledge base data used by your Digital Assistants.

- Obtaining any necessary consents from End Users before collecting or processing their data through Digital Assistants.

## 5.4 End User Interactions

You are responsible for the interactions between your Digital Assistants and End Users. This includes ensuring that your Digital Assistants provide accurate information, comply with applicable regulations, and clearly disclose their AI nature when required by law.

## 5.5 Backups

While Flintworks maintains regular backups of Platform data, you are responsible for maintaining your own independent backups of your Content. Flintworks is not liable for any loss of Content due to system failures, account termination, or other circumstances.

---

## 6. Acceptable Use

---

You agree not to use the Platform in any manner that:

- Violates any applicable law, regulation, or third-party rights, including intellectual property, privacy, and consumer protection laws.
- Involves reverse engineering, decompiling, disassembling, or attempting to discover the source code or underlying algorithms of the Platform.
- Uses the Platform to develop, train, or improve a competing product or service, or systematically extracts data for competitive purposes.
- Attempts to circumvent usage limits, rate limits, security measures, or access controls of the Platform.
- Shares, transfers, or exposes API Keys to unauthorized third parties, or uses API Keys for purposes beyond the scope of your Client Account.
- Distributes malware, spam, or harmful content through Digital Assistants or any other Platform feature.
- Impersonates another person, entity, or misrepresents your affiliation with any person or entity.
- Uses the Platform to generate content that is defamatory, harassing, threatening, or promotes violence or discrimination.
- Interferes with or disrupts the integrity or performance of the Platform or its infrastructure.

Violation of these acceptable use policies may result in immediate suspension or termination of your account without prior notice.

## 7. Fees and Payment

---

### 7.1 Fees

Access to the Platform may be subject to fees as described in the applicable pricing plan selected for your Client Account. Flintworks reserves the right to modify its pricing with at least **30 days' prior written notice**. Continued use of the Platform after a price change constitutes acceptance of the new pricing.

### 7.2 Billing

Fees are billed in advance on a monthly or annual basis, depending on your selected plan. All fees are non-refundable except as expressly stated in these Terms or as required by applicable law.

### 7.3 LLM Usage Costs

In addition to Platform subscription fees, you are responsible for costs associated with LLM token consumption by your Digital Assistants. These costs are calculated based on the number of tokens processed by LLM Providers and vary by model and provider. Detailed usage reports are available through the Platform dashboard.

### 7.4 Taxes

All fees are exclusive of applicable taxes. You are responsible for all taxes, duties, and levies imposed by governmental authorities in connection with your use of the Platform, excluding taxes based on Flintworks' net income.

### 7.5 Late Payment

Overdue amounts will accrue interest at the rate of **1.5% per month** (or the maximum rate permitted by applicable law, whichever is lower), calculated from the due date until payment is received in full.

---

## 8. Suspension and Termination

---

### 8.1 Suspension

Flintworks may temporarily suspend your access to the Platform, in whole or in part, if:

- You are in material breach of these Terms, including non-payment of fees.
- Your use of the Platform poses a security risk or may adversely affect other users.
- Suspension is required by law or a regulatory authority.

We will provide reasonable notice before suspension unless immediate action is required to prevent harm.

## 8.2 Termination for Convenience

Either party may terminate these Terms at any time by providing **30 days' prior written notice** to the other party. Upon termination for convenience, you remain responsible for all fees incurred through the termination date.

## 8.3 Termination for Cause

Either party may terminate these Terms immediately upon written notice if the other party materially breaches these Terms and fails to cure such breach within **15 days** of receiving written notice of the breach.

## 8.4 Effects of Termination

Upon termination or expiration of these Terms:

- **Data Export:** You will have **30 days** from the termination date to export your Content from the Platform.
- **Data Deletion:** After the 30-day export period, Flintworks will delete your Content within **90 days**, unless retention is required by applicable law.
- **Surviving Provisions:** Sections relating to intellectual property, limitation of liability, indemnification, and general provisions will survive termination.

---

# 9. Intellectual Property

---

## 9.1 Flintworks IP

The Platform, including its software, design, documentation, APIs, trademarks, and all related intellectual property, is and remains the exclusive property of Flintworks. These Terms do not grant you any right, title, or interest in the Platform beyond the limited right to use it in accordance with these Terms.

## 9.2 Feedback

If you provide feedback, suggestions, or ideas regarding the Platform ("Feedback"), you grant Flintworks a perpetual, irrevocable, worldwide, royalty-free license to use, modify, and incorporate such Feedback into the Platform without any obligation or compensation to you.

## 9.3 Restrictions

Except as expressly permitted by these Terms, you may not:

- Copy, modify, or create derivative works of the Platform or its documentation.
- Sublicense, sell, resell, lease, or otherwise transfer rights to the Platform.
- Use Flintworks trademarks, logos, or branding without prior written consent.

## 10. Warranties and Disclaimers

---

### 10.1 Limited Warranty

Flintworks warrants that the Platform will perform substantially in accordance with its documentation under normal use. If the Platform fails to meet this warranty, your sole remedy is for Flintworks to use commercially reasonable efforts to correct the non-conformity.

### 10.2 AI Output Disclaimer

**AI-generated outputs are provided “as is” without any warranty of accuracy, completeness, or fitness for a particular purpose.** Digital Assistants are powered by third-party large language models that may produce responses that are inaccurate, incomplete, biased, or inappropriate. Flintworks does not control, review, or endorse the outputs generated by LLM Providers. You are solely responsible for reviewing, validating, and approving any AI-generated content before relying on it or distributing it to End Users.

### 10.3 Third-Party Services

Flintworks makes no warranties regarding third-party services integrated with the Platform, including LLM Providers. Your use of third-party services is subject to their respective terms and conditions.

### 10.4 General Disclaimer

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.1, THE PLATFORM IS PROVIDED **“AS IS” AND “AS AVAILABLE”** WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FLINTWORKS DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS.

---

## 11. Limitation of Liability

---

### 11.1 Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FLINTWORKS' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL FEES PAID BY YOU TO FLINTWORKS DURING THE **12 MONTHS** IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) **ONE HUNDRED U.S. DOLLARS (USD \$100)**.

## 11.2 Exclusion of Indirect Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLINTWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION: LOSS OF PROFITS, REVENUE, DATA, BUSINESS OPPORTUNITIES, OR GOODWILL, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF FLINTWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 11.3 Exceptions

The limitations in this section do not apply to: (a) your payment obligations under Section 7; (b) either party's indemnification obligations under Section 12; (c) liability arising from a party's gross negligence or willful misconduct; or (d) liability that cannot be limited under applicable law.

## 11.4 AI Output Liability

Without limiting the foregoing, Flintworks shall have no liability for any damages, losses, or claims arising from or related to AI-generated outputs, including inaccurate, misleading, or inappropriate content produced by Digital Assistants or LLM Providers.

---

# 12. Indemnification

---

## 12.1 Your Indemnification

You agree to indemnify, defend, and hold harmless Flintworks and its officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, and expenses (including reasonable legal fees) arising out of or related to:

- Your use of the Platform in violation of these Terms.
- Your Content or the use of your Content through the Platform.
- Your violation of applicable laws or third-party rights.
- The interactions between your Digital Assistants and End Users.

## 12.2 Flintworks Indemnification

Flintworks will indemnify, defend, and hold you harmless from and against any third-party claims alleging that the Platform (excluding third-party components and your Content) infringes such third party's intellectual property rights, provided that you: (a) promptly notify Flintworks of the claim; (b) grant Flintworks sole control of the defense and settlement; and (c) provide reasonable cooperation at Flintworks' expense.

---

## 13. General Provisions

---

### 13.1 Governing Law

These Terms are governed by and construed in accordance with the laws of the **Republic of Costa Rica**, without regard to its conflict of laws principles.

### 13.2 Dispute Resolution

Any dispute arising out of or relating to these Terms shall first be attempted to be resolved through good-faith negotiation between the parties for a period of 30 days. If the dispute cannot be resolved through negotiation, it shall be submitted to the courts of San José, Costa Rica.

### 13.3 Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under these Terms due to causes beyond its reasonable control, including natural disasters, acts of government, pandemics, power outages, internet disruptions, or acts of terrorism.

### 13.4 Assignment

You may not assign or transfer these Terms or any rights hereunder without the prior written consent of Flintworks. Flintworks may assign these Terms in connection with a merger, acquisition, or sale of all or substantially all of its assets upon notice to you.

### 13.5 Entire Agreement

These Terms, together with the Privacy Policy and any applicable order forms, constitute the entire agreement between you and Flintworks regarding the Platform and supersede all prior agreements, understandings, and communications.

### 13.6 Severability

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable.

### 13.7 Waiver

The failure of either party to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver must be in writing and signed by the waiving party.

## 13.8 Notices

All notices under these Terms must be in writing and delivered via email. Notices to Flintworks must be sent to [legal@flintworks.ai](mailto:legal@flintworks.ai). Notices to you will be sent to the email address associated with your account.

## 13.9 Jurisdiction-Specific Provisions

The following additional terms apply based on your jurisdiction:

### Costa Rica

These Terms comply with the Consumer Protection Law (Law 7472) and the Electronic Commerce regulations of Costa Rica. Disputes shall be resolved in the courts of San José, Costa Rica. You may also file consumer complaints with the National Consumer Commission (Comisión Nacional del Consumidor).

### Brazil

If you are a consumer located in Brazil, these Terms are subject to the Brazilian Consumer Defense Code (CDC — Law 8.078/1990) and the Brazilian Civil Framework for the Internet (Marco Civil — Law 12.965/2014). Nothing in these Terms limits your rights under Brazilian consumer protection law. Disputes may be resolved in the courts of your domicile in Brazil.

### Mexico

If you are located in Mexico, these Terms are subject to the Federal Consumer Protection Law (LFPC). You may file complaints with the Federal Consumer Attorney's Office (PROFECO). Nothing in these Terms limits your rights under Mexican consumer protection law.

### United States

If you are located in the United States, you agree that any disputes not resolved through negotiation shall be submitted to binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. You waive any right to participate in a class action lawsuit or class-wide arbitration. California residents: you waive California Civil Code Section 1542, which provides that a general release does not extend to claims which the creditor does not know or suspect to exist.

### Canada

If you are located in Canada, these Terms are subject to applicable federal and provincial consumer protection legislation. Nothing in these Terms limits your rights under Canadian consumer protection laws. Residents of Quebec: the parties have agreed that these Terms and all related documents shall be drawn up in English. Les parties ont convenu que les présentes conditions et tous les documents connexes soient rédigés en anglais.

## 14. Contact

---

If you have any questions, concerns, or requests regarding these Terms of Service, please contact us:

### Contact Information

- **Legal inquiries:** [legal@flintworks.ai](mailto:legal@flintworks.ai)
- **Privacy inquiries:** [privacy@flintworks.ai](mailto:privacy@flintworks.ai)
- **Security issues:** [security@flintworks.ai](mailto:security@flintworks.ai)