



TERMS AND CONDITIONS

Last updated: October 01, 2026.

These Terms and Conditions (the “T&C”) govern access to and use of the platform known as Random Truffle (the “Platform”), made available by Truffle CX, S.A.P.I. de C.V. (“Random Truffle”; “we”).

The Random Truffle Platform is an agent-based marketing orchestration software platform deployed under a Vendor-managed BYOC model, hosted in the customer's cloud environment, with the vendor responsible for its operation, maintenance, and updates. It is designed to unify data, automate decisions, and execute multichannel campaigns through a headless architecture that separates business logic from presentation interfaces. Its architecture consists of decoupled functional layers that share a common analytics foundation and a proprietary data model, enabling information to remain consistent across its various functions.

By creating an account, accessing, or using the Platform, the person doing so confirms that they are authorized to act in the name and on behalf of the legal entity that employs or engages them (the “Customer”), and accepts and agrees to be bound by these T&C. If that person is not authorized by the Customer or does not accept the applicable terms, they must refrain from using the Platform.

1. Relationship to the License and right of use

Access to and use of the Platform requires that the Customer have entered into a license agreement with Random Truffle (the “License”). The License establishes the scope and contractual terms for the Platform, including infrastructure, fees, term, operation, maintenance, updates, support, and usage limits. These T&C supplement the License and govern the general terms of access to and use of the Platform by the Customer and its Users. In the event of a conflict, the License and its annexes shall prevail over these T&C.

The Customer and its Users shall use the Platform solely in accordance with the License and these T&C. Any unauthorized use, including granting access to unauthorized third parties or sublicensing the Platform, may result in suspension or termination of access pursuant to the applicable License.

2. Accounts and Users

The Platform is intended exclusively for businesses and their authorized employees, contractors, or representatives. It is not intended for consumers or minors.

The Customer may designate one or more account administrators (“Administrators”), who may enable, modify, or revoke access for persons authorized by the Customer (“Users”). Being a User or Administrator does not, in and of itself, confer authority to enter into or amend contracts on behalf of the Customer.

The Customer shall be responsible for:

- a. ensuring that each User maintains unique, confidential, and secure credentials;
- b. limiting access to the Platform to authorized persons;
- c. assigning appropriate access profiles and permissions to each User;
- d. informing each User of the obligations, restrictions, and usage guidelines applicable to that User under the License, the technical documentation, and Random Truffle's policies;
- e. promptly notifying Random Truffle of any unauthorized use, security incident, or potential compromise of credentials; and
- f. being responsible for the acts and omissions of its Users as if they were its own.

3. Restrictions on use

Each User's access to the Platform is personal, limited to the Customer's internal business purposes, nontransferable, nonexclusive, revocable, and subject to compliance with these T&C.

The Customer and its Users shall not, and shall not permit third parties to:

- a. copy, reproduce, modify, adapt, translate, distribute, lease, sell, sublicense, assign, or exploit the Platform or any of its components;
- b. reverse engineer, decompile, disassemble, or attempt to extract source code, models, logic, algorithms, data structures, or underlying elements of the Platform;
- c. circumvent security controls, usage limits, authentication, access mechanisms, or technical measures of the Platform;
- d. interfere with the integrity, availability, or security of the Platform, its networks, infrastructure, or third-party systems;
- e. use the Platform to transmit, store, generate, or disseminate content that is unlawful, infringing, misleading, discriminatory, defamatory, fraudulent, or in violation of third-party rights;
- f. use the Platform to make solely automated decisions that produce legal effects or significantly affect natural persons, without meaningful human review, appropriate controls, and compliance with applicable law;
- g. upload, input, transmit, store, generate, or make available to third parties through the Platform Prohibited Data under Annex 1 to Random Truffle's Personal Data Processing Addendum ("DPA"); or
- h. use the Platform for unlawful, fraudulent, or discriminatory activities, improper manipulation, exploitation of vulnerabilities, or violations of human rights.

If Random Truffle becomes aware of or reasonably suspects that a User is violating these T&C or applicable law, it may notify the Administrator or the Customer and, depending on the severity of the circumstances, restrict, suspend, or terminate that User's access.

4. Customer Data

"Customer Data" means all information, data, materials, content, records, instructions, files, databases, prompts, configurations, and information that the Customer or its Users upload, transmit, generate, connect, or make available through the Platform.

The Customer retains all rights it holds in its Customer Data. The Customer authorizes Random Truffle to process Customer Data solely to the extent necessary to operate, maintain, secure, support, and provide the Platform, and to comply with legal obligations.

The Customer represents, warrants, and undertakes that all Customer Data entered, submitted, connected, or processed through the Platform:

- a. have been lawfully obtained;
- b. are covered by the applicable privacy notices, consents, authorizations, licenses, and other legal bases;
- c. do not infringe intellectual property rights, privacy rights, rights to one's image, trade secret rights, confidentiality rights, or other third-party rights; and
- d. may be processed by Random Truffle in accordance with the Customer's instructions, these T&C, the License, and the applicable DPA.

Random Truffle shall not use Customer Data to train general-purpose artificial intelligence models or for purposes other than those authorized in these T&C or the License, except with the Customer's prior, express written consent.

5. Privacy and personal data protection

Random Truffle shall process the personal data of representatives, contacts, Administrators, Users, prospective customers, and visitors to its website in its capacity as Controller, in accordance with its Privacy Notice available at <https://randomtruffle.com/es/privacidad> (the "Privacy Notice"). The Privacy Notice forms an integral part of these T&C with respect to personal data collected directly by Random Truffle for its own purposes, as described in that notice.

When the Customer submits Customer Data containing third-party personal data, grants access to such data, or makes such data available to Random Truffle, the Customer shall act as Controller and Random Truffle as Processor. Random Truffle shall process such data solely on behalf of the Customer and subject to the Personal Data Processing Addendum available at <https://randomtruffle.com/es/legal> (the "DPA").

The Customer shall be responsible for having a valid legal basis for processing personal data, making the applicable privacy notices available to data subjects, obtaining the required consents and authorizations, responding to requests to exercise data subjects' rights, and ensuring that data entered into the Platform have been obtained and are processed in accordance with applicable law. Random Truffle's Privacy Notice does not replace the privacy notices that the Customer must make available to the data subjects whose personal data are included in Customer Data, nor does it relieve the Customer of its obligations as Controller.

6. Artificial intelligence and outputs

The Platform may include artificial intelligence features that generate results, recommendations, analyses, segmentations, campaigns, content, or responses ("outputs"). The Customer acknowledges that outputs may be inaccurate, incomplete, nonexclusive, biased, outdated, or unsuitable for a particular purpose.

The Customer shall be responsible for ensuring that outputs created, published, communicated, or used through the Platform are not unlawful, misleading, discriminatory, infringing, fraudulent, or otherwise harmful to third-party rights. Before using, publishing, or implementing them, the Customer shall review and validate them in accordance with its internal policies and applicable law, except where it has authorized their automated execution as set forth below.

By enabling or authorizing automated features, the Customer authorizes the Platform to execute actions within the instructions, configurations, and limits approved by the Customer or its Users, without requiring individual approval for each action. The Customer shall be responsible for defining, reviewing, and keeping such instructions and authorizations current, supervising their use, and requesting or carrying out their modification or deactivation as appropriate. This authorization does not replace the human review required by applicable law or Section 3. The Customer shall bear the consequences of its instructions and use of outputs, without prejudice to the obligations agreed upon in the License. The Platform is not a substitute for marketing, human resources, research, legal, professional, or human advice.

To the extent permitted by applicable law and without prejudice to third-party rights, the Customer shall retain any rights it holds in outputs generated through its use of the Platform. Random Truffle does not warrant that an output will be unique, will not be similar to results generated for other users, or will be free from third-party claims.

7. Intellectual property

The Platform and its proprietary components, including any updates, adaptations, and improvements thereto, are and shall remain owned by Random Truffle with respect to the economic rights under copyright and any other intellectual and industrial property rights it holds therein. Third-party components incorporated into the Platform, including open-source components, shall remain the property of their respective owners and shall be governed by the applicable licenses. Moral rights shall remain with the respective authors in accordance with applicable law. This reservation of rights

does not extend to Customer Data or any rights the Customer may hold in the outputs pursuant to Clauses 4 and 6. Random Truffle shall retain ownership of its reusable tools, templates, models, and workflows, as well as any improvements to them, even when used or adapted for the Customer. This shall not authorize the use of Customer Data or the Customer's Confidential Information for purposes other than those permitted.

Random Truffle also owns its trademarks, commercial slogans, trade names, and any industrial property rights it holds in the Platform, including, where applicable, patents and industrial design registrations.

The Platform and its components are protected, according to their nature and to the extent applicable, by the Federal Copyright Law, the Federal Law for the Protection of Industrial Property, other applicable provisions, and the international treaties to which Mexico is a party. Nothing in these T&C or the License transfers or assigns to the Customer ownership of any rights in the Platform or its components. The Customer acquires only the rights of access and use expressly granted in the License.

The Customer may provide comments, observations, or suggestions regarding the Platform. Random Truffle may use them to improve, develop, market, or operate the Platform, without any obligation to provide compensation, provided that such comments, observations, or suggestions do not include the Customer's Confidential Information.

8. Third-party services and infrastructure

The Platform may use or interoperate with third-party infrastructure, services, and tools (the "Third-Party Services"), procured by Random Truffle or the Customer, as applicable. These services shall be subject to their respective providers' terms and limitations. Random Truffle shall not be liable for failures, interruptions, or changes in Third-Party Services to the extent they are not attributable to Random Truffle, without prejudice to any obligations it has assumed by contract.

9. Security and support

Random Truffle shall implement reasonable administrative, technical, and physical safeguards appropriate to the nature of the tool to protect the Platform and Customer Data against unauthorized access, use, alteration, or disclosure.

No computer system is completely secure or free from interruptions. The Customer acknowledges that the Platform depends on networks, connectivity, configurations, integrations, and Third-Party Services beyond Random Truffle's reasonable control. Support, support channels, response times, scheduled maintenance, and, where applicable, service level commitments shall be set forth in the License or the applicable annex.

10. Confidentiality

Each Party shall protect the other Party's confidential information using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in no event less than reasonable care.

Confidential information may be used solely to carry out the relationship between the Parties. This obligation shall not apply to information that the receiving Party can demonstrate: i) was publicly available without a breach of these T&C; ii) was already lawfully known to it; iii) was lawfully received from a third party without an obligation of confidentiality; or iv) was independently developed.

The confidentiality obligations, including their duration and survival, shall be governed by the applicable NDA, and these T&C shall not modify the terms agreed upon in that document.

11. Suspension and termination

Random Truffle may immediately suspend access to the Platform, in whole or in part, if it reasonably believes that:

- a. a security risk exists;
- b. unlawful or fraudulent activity is occurring;
- c. these T&C or third-party rights are being violated;
- d. suspension is necessary to comply with a legal obligation or a requirement of a governmental authority; or
- e. there is a failure to pay under the License.

When circumstances permit, Random Truffle shall notify the Customer and provide a reasonable opportunity to cure the breach. Prior notice shall not be required in the event of a serious or urgent risk or where suspension is legally required. The term, termination, and consequences of termination shall be governed by the License. Upon termination of the License, the right of use shall cease with respect to the affected access rights and features.

12. Warranties

Random Truffle warrants that it holds the rights necessary to provide access to the Platform and that it shall operate, maintain, and update the Platform with commercially reasonable care and diligence. Except as expressly provided in the License, the Platform is provided “as is” and “as available.” Random Truffle does not warrant that the Platform will be uninterrupted, error-free, completely secure, compatible with all systems, or fit for a particular purpose. Random Truffle also does not warrant the availability or operation of Third-Party Services.

13. Amendments

Random Truffle may amend these T&C at any time. Material changes shall be notified to the Customer's designated contact in accordance with the License at least 30 calendar days in advance, specifying their content and effective date. This period may be shortened when necessary for legal or security reasons or to prevent misuse of the Platform. Continued use of the Platform after the changes take effect shall constitute acceptance of the updated T&C.

14. Governing law and jurisdiction

These T&C shall be governed by the federal laws of the United Mexican States. For any dispute arising out of these T&C, the Parties submit to the jurisdiction of the courts of competent jurisdiction in Mexico City and waive any other jurisdiction to which they may be entitled by reason of their present or future domiciles.

15. General provisions

The invalidity or unenforceability of any provision shall not affect the validity of the remaining provisions. Failure to exercise a right shall not constitute a waiver of that right.

Communications relating to these T&C shall be sent to the contact details specified in the License or, if none are specified, to legal@randomtruffle.com.