Vistry Conversational AI Platform - Terms of Service

Effective Date: October 1, 2023

Please read these Terms of Service ("Terms") carefully before using Vistry's Conversational AI Platform for Food Commerce. These Terms govern your access to and use of the LumoChat and ZenoChat chatbots provided by Vistry. By using our platform, you agree to comply with these Terms. If you do not agree to these Terms, please do not use our platform.

1. Definitions

1.1. **Platform**: Refers to Vistry's Conversational AI Platform for Food Commerce, including LumoChat and ZenoChat chatbots.

1.2. **User**: Anyone who accesses or uses the platform.

1.3. **Customer Assistant (LumoChat)**: LumoChat is designed to assist customers in placing orders, answering queries, and providing information related to food commerce.

1.4. **Employee Assistant (ZenoChat)**: ZenoChat is designed to assist employees in managing tasks, accessing information, and providing support within the food commerce business.

2. Use of the Platform

2.1. **Eligibility**: Users must be at least 18 years old and have the legal capacity to enter into these Terms.

2.2. **Access**: Vistry grants users a non-exclusive, non-transferable, revocable license to access and use the platform for its intended purposes.

2.3. **Prohibited Activities**: Users agree not to engage in any of the following activities while using the platform:

2.3.1.   Violating any applicable laws or regulations.

2.3.2. Impersonating another person or entity.

2.3.3. Transmitting harmful code or interfering with the platform's functionality.

2.3.4. Attempting to gain unauthorized access to any part of the platform.

2.4. **Data Privacy**: Vistry respects user privacy. Please refer to our Privacy Policy for information on how user data is collected and used.

3. Intellectual Property

3.1. **Ownership**: Vistry retains all rights, ownership, and interest in the platform, including any intellectual property rights.

3.2. **Content**: Users may not use, copy, adapt, modify, distribute, or create derivative works from any content on the platform without prior written consent from Vistry.

4. Termination

4.1. Vistry reserves the right to suspend or terminate a user's access to the platform at any time and for any reason, without notice.

5. Disclaimers

5.1 **No Warranty**: Vistry provides the platform "as-is" without any warranties, expressed or implied, including but not limited to merchantability, fitness for a particular purpose, or non-infringement.

5.2 **Limitation of Liability**: Vistry shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from the use or inability to use the platform.

6. Changes to Terms

6.1. Vistry may update these Terms from time to time. Users are encouraged to review the Terms periodically for any changes.

7. Governing Law

7.1. Exclusive Jurisdiction: Any dispute arising out of or related to these Terms, including but not limited to the use of Vistry's Conversational AI Platform for Food Commerce, shall be exclusively governed by and resolved in the state or federal courts located within San Diego County, California.

7.2. Governing Law: These Terms shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles

8. Prohibition on Sharing Account Credentials

8.1. **Account Security**: Users are responsible for maintaining the security and confidentiality of their accounts and login credentials on Vistry's Conversational AI Platform for Food Commerce.

8.2. **Prohibition**: Users are strictly prohibited from sharing, disclosing, or providing their account credentials, including usernames and passwords, to any other person, whether inside or outside their organization.

8.3. **Individual Access**: Each user must have their own individual account. Sharing of accounts is not permitted under any circumstances.

8.4. **Security Measures**: Vistry takes the security of user accounts seriously and will never request account credentials via email, chat, or any other communication method. Users should report any suspicious requests for credentials to our support team.

8.5. **Consequences**: Violation of this policy may result in the suspension or termination of the user's access to the platform and other actions deemed necessary to protect the security of the platform.

9. Accuracy of Content

9.1. **Content Disclaimer**: Users acknowledge that the content provided by the LumoChat and ZenoChat chatbots on Vistry's Conversational AI Platform for Food Commerce is generated by artificial intelligence models and may not always reflect accurate or factual information.

9.2. **Hallucinations Disclaimer**: In certain instances, the chatbots may generate content that is based on patterns and data, and not on actual facts. This means that the responses and information provided may occasionally be inaccurate, nonsensical, or even hallucinatory in nature.

9.3. **Use at Own Discretion**: Users are encouraged to use the information provided by the chatbots at their own discretion. It is essential to verify critical information independently, especially when making decisions that have legal, financial, health, or safety implications.

9.4. **No Liability**: Vistry shall not be held liable for any reliance on, or consequences resulting from, information provided by the chatbots, even in cases where the information is unreliable or hallucinatory.

9.5. **Feedback**: Users are encouraged to provide feedback on any content they believe to be inaccurate or problematic. Your input helps us improve the accuracy and reliability of our chatbots.

10. Contact Information

10.1.   For any questions or concerns regarding these Terms, please contact us at:

10.1.1. Address: 13816 Torrey Del Mar Drive, San Diego CA 92130,
10.1.2. Phone: +1 (844) 924-2850,
10.1.3. Email: contact@vistry.ai

By using Vistry's Conversational AI Platform for Food Commerce, you acknowledge and understand the nature of the content generated by the chatbots and acknowledge that you have read and agree to these Terms of Service.