

COLORTOKENS CUSTOMER PORTAL

TERMS OF USE

These Platform Terms of Use (the **"Terms"**) govern access to and use of the ColorTokens Customer Portal, including its content, features, and functionality (the **"Portal"**), made available by ColorTokens, Inc. and its affiliates, (collectively, **"ColorTokens"**). By registering for, accessing, or using the Portal, the individual so registering (the **"User"**) accepts these Terms on behalf of the entity on whose behalf the Portal is accessed (the **"Customer"**). If Customer is party to a separate written agreement with ColorTokens governing an underlying product or service subscription (the **"Underlying Agreement"**), these Terms supplement, and do not supersede, the Underlying Agreement, save that these Terms shall govern to the extent of any direct conflict specific to Portal access.

1. Definitions

In these Terms, the following capitalized terms shall have the meanings set out below:

- 1.1. **"Advisories"** means the threat advisories, patch guidance, and vulnerability mitigation recommendations published on the Portal by the Xassure research team;
- 1.2. **"AI Agent"** means the generative artificial intelligence chat function made available on the Portal to answer queries by reference to the Portal knowledge base;
- 1.3. **"Confidential Information"** has the meaning given in Clause 8.1;
- 1.4. **"Customer Data"** means logs, ticket descriptions, diagnostic scripts, and other data or files uploaded by Customer or its Users to the Portal;
- 1.5. **"Portal Content"** means the knowledge base, technical documentation, training materials, release announcements, and Advisories made available on the Portal; and
- 1.6. **"User"** means an individual to whom Customer has authorized Portal access.

2. Registration, Access, and Account Administration

- 2.1. Each individual registering for a Portal account represents and warrants that they are an authorized employee, contractor, or representative of Customer, and hold the requisite authority to bind Customer to these Terms.
- 2.2. Portal access is subject to approval by ColorTokens. ColorTokens reserves the right, at its sole discretion and without liability, to deny, suspend, restrict, or terminate access for any User or Customer, at any time, with or without cause or prior notice, in order to protect the security, integrity, or availability of the Portal.
- 2.3. Login credentials are personal to the approved User to whom they are issued and shall not be shared with, transferred to, or used by any other individual. Each User shall promptly notify ColorTokens at support@colortokens.com if any suspected unauthorized access to, or compromise of, its credentials.
- 2.4. ColorTokens monitors and logs Portal activity, including IP addresses, session and login timings, and access and download histories, for the purposes of maintaining security, enforcing these Terms, and preserving audit trails. Access to or use of the Portal constitutes consent to such monitoring.
- 2.5. Each User and Customer represents and warrants on an ongoing basis that neither it, nor any individual accessing the Portal on its behalf, is (a) located in, or ordinarily resident in, a comprehensively sanctioned territory, or (b) identified on any applicable restricted-party or sanctions list, including those maintained by the U.S. Department of the Treasury (OFAC), the European Union, or the Government of India.

3. Portal Content and Intellectual Property

- 3.1. Subject to these Terms, ColorTokens grants Customer a non-exclusive, non-transferable, revocable, and limited license to access and view Portal Content solely for Customer's internal operational and troubleshooting purposes.
- 3.2. Customer shall not, and shall procure that its Users do not, use any automated means, including scrapers, spiders, crawlers, or data-mining scripts, to harvest, extract, index, mirror, or bulk-download any Portal Content.

- 3.3. Customer shall not, and shall procure that its Users do not, use Portal Content, including knowledge-base articles, technical documentation, code or configuration snippets, Advisory text, or training video or transcript content, to train, fine-tune, benchmark, or evaluate any machine learning model, large language model, or artificial intelligence system.
- 3.4. As between the parties, ColorTokens retains all right, title, and interest, including all intellectual property rights, in and to the Portal and Portal Content. No rights are transferred to Customer or any User other than the limited license expressly granted under Clause 3.1.

4. AI Agent

- 4.1. The AI Agent uses generative artificial intelligence, including probabilistic models hosted by third-party infrastructure providers, to generate responses by reference to Portal Content.
- 4.2. AI Agent outputs, including any suggested commands, configurations, firewall policies, or scripts, are generated probabilistically and may be incomplete, outdated, incorrect, or fabricated ("hallucinated"). AI Agent outputs do not constitute cybersecurity, technical, legal, or other professional advice, and do not substitute for review by a qualified engineer.
- 4.3. Customer is solely responsible for independently testing and validating any AI Agent output in a non-production environment prior to applying it to any live or production system.
- 4.4. Users shall not submit to the AI Agent any third-party confidential information, personal data of individuals other than the submitting User, or sensitive production network configurations.
- 4.5. ColorTokens does not use Customer's AI Agent prompts to train underlying third-party foundation models. Any third-party AI infrastructure provider engaged by ColorTokens is contractually bound not to retain or train on Customer input beyond the period necessary to generate the relevant response.

5. Privacy and Data Protection

- 5.1. ColorTokens' Privacy Policy, available at helpcenter.colortokens.com/api/legal/privacy-policy, is incorporated into and forms part of these Terms. Acceptance of these Terms constitutes acceptance of the Privacy Policy.
- 5.2. Where applicable law, including GDPR or India's DPDPA, treats a User as a data subject/principal, the User represents and warrants that all information supplied during registration or in support tickets is accurate and current, that no material fact has been suppressed, and that the User is not impersonating another individual.
- 5.3. Upon acceptance of these Terms, the Portal shall automatically generate and transmit to the User a time-stamped confirmation, including a copy of the accepted Terms, to evidence the User's consent.
- 5.4. Subscription to the ColorTokens Newsletter is optional and governed by a separate opt-in obtained during registration. Declining, or subsequently withdrawing, newsletter consent shall not affect Portal access.

6. Threat Advisories

- 6.1. Advisories are provided for general informational purposes only, on an "as-is" and "as-available" basis, without warranty that they are suitable for any particular network environment.
- 6.2. Advisories address discrete threats or vulnerabilities and do not constitute a comprehensive security program. Customer remains solely responsible for its overall cybersecurity posture.
- 6.3. ColorTokens shall not be liable for any system downtime, data loss, or security incident arising from Customer's decision to implement, or not implement, any Advisory.
- 6.4. Implementation of an Advisory does not guarantee prevention of any future security incident.

7. Customer Data

- 7.1. As between the parties, Customer retains all right, title, and interest in Customer Data.

- 7.2. Customer grants ColorTokens a limited, non-exclusive, royalty-free, worldwide license to host, process, transmit, and display Customer Data solely to provide and support the Portal.
- 7.3. On termination of Portal access, ColorTokens shall delete or anonymize Customer Data, including ticket histories and diagnostic logs, in accordance with its data retention schedule and applicable data protection law, save where a longer retention period is required by law or the Underlying Agreement.

8. Confidentiality

- 8.1. "Confidential Information" means non-public information disclosed by one party to the other in connection with the Portal, including, as applicable, ColorTokens' unreleased product plans, vulnerability research, and Advisories, and Customer Data.
- 8.2. Confidential Information excludes information that: (a) is or becomes public without breach of these Terms; (b) was lawfully known to the receiving party without restriction prior to disclosure; or (c) is independently developed without use of the disclosing party's Confidential Information.
- 8.3. Each party shall protect the other party's Confidential Information using at least the same degree of care it applies to its own confidential information of like nature, and in no event less than a reasonable degree of care.

9. Disclaimer of Warranties

- 9.1. THE PORTAL, PORTAL CONTENT, THE AI AGENT, AND THE ADVISORIES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. COLORTOKENS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

10. Limitation of Liability

- 10.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COLORTOKENS' AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE PORTAL SHALL NOT EXCEED THE FEES, IF ANY, PAID BY CUSTOMER SPECIFICALLY FOR PORTAL ACCESS IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR, IF NO SUCH FEES ARE PAYABLE, ONE HUNDRED U.S. DOLLARS (USD 100).
- 10.2. IN NO EVENT SHALL COLORTOKENS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOSS OF DATA, REVENUE, OR PROFITS, ARISING OUT OF OR RELATING TO THE PORTAL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Term, Suspension, and Termination

- 11.1. These Terms remain in effect for so long as Customer or its Users access the Portal.
- 11.2. ColorTokens may suspend or terminate Portal access in accordance with Clause 2.2.
- 11.3. Clauses 3, 4, 6, 7, 8, 9, 10, this Clause 11, and Clause 13 shall survive termination of Portal access.

12. Governing Law and Jurisdiction

- 12.1. These Terms are governed by the laws of the State of Delaware, United States, without regard to conflict-of-laws principles, and the parties submit to the exclusive jurisdiction of the state and federal courts located in Delaware.
- 12.2. Where Customer is contracted with ColorTokens India LLP under the Underlying Agreement, these Terms shall instead be governed by the laws of India, and the parties submit to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

13. General

- 13.1. ColorTokens may amend these Terms from time to time. Material changes shall be notified through the Portal or by email, and continued use following such notice constitutes acceptance. ColorTokens may require active re-acceptance of materially amended Terms as a condition of continued access.

- 13.2. These Terms, together with the Privacy Policy and, where applicable, the Underlying Agreement, constitute the entire agreement between the parties in respect of Portal access, and supersede all prior understandings in respect of the Portal.
- 13.3. If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- 13.4. No failure or delay by either party in exercising any right under these Terms shall operate as a waiver of that right.

Last updated: [July 06, 2026]