VALUESHIFT AI

VALUE-FOCUSED SALES AI

TERMS AND CONDITIONS

Terms of Service

ValueShift AI • B2B subscription agreement • Version 1.0 • 31 October 2026

PROVIDER / DATA CONTROLLER

Human Intel OÜ

Tornimäe tn 3/5/7, 10145 Tallinn, Estonia

Reg. no. 16384008 · VAT no. EE102473098

CONTACT

ValueShift AI

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Parties

This service agreement ("Agreement") is entered into between Human Intel OÜ ("the Provider") and the business customer identified in the sign-up on www.valueshiftai.eu ("the Customer"). Human Intel OÜ is the contracting party and invoicing entity. By accepting the Agreement during sign-up, the Customer confirms that it acts as a business and that the person accepting is authorised to bind the Customer.

1. Service and delivery model

1.1 The Provider delivers ValueShift AI – a value-focused sales AI – as described on www.valueshiftai.eu, in the sign-up and in any agreed order form ("the Service"). The Service is designed to support value-focused selling through AI-based assistants, agents, workflows, prompts, models and training.

1.2 The Service is implemented in the Customer's own supported third-party AI environment, for example a paid ChatGPT, Claude, Gemini, Mistral or other supported AI account/workspace. The Customer must obtain and maintain, at its own expense, the required AI subscription and the necessary licences, seats and technical access. The Customer is also responsible for all usage-based costs charged by the chosen AI provider, including tokens, API usage, credits, compute/usage fees, overage, upgrades and any other amounts. No such third-party costs are included in the payments to Human Intel OÜ.

1.3 The Customer's relationship with the chosen AI provider is governed by that provider's own terms, privacy policy, security model, availability and product limitations. Human Intel OÜ and NexusValue.ai do not control third-party AI platforms and are not responsible for outages, model changes, limitations or discontinued features outside their reasonable control.

1.4 The subscription is licensed per paying user. The minimum subscription is three (3) users.

2. NexusValue.ai concept, implementation and maintenance

2.1 The parties acknowledge that NexusValue.ai owns the Value-Focused Selling concept used in the Service. The concept was developed by Michael Raahauge, who is behind NexusValue.ai, and is described in his book "The Value Shift – Why the Future of Business Is About Winning Together" and the Danish edition "Jeres kunder sætter pris på værdi – gør I!?". The concept includes the related philosophy, methodology, methods, models, processes, frameworks and tools.

2.2 The reference to the books identifies the origin and authorship of the concept and does not limit NexusValue.ai's rights to later developments, updates or related material.

2.3 NexusValue.ai acts as the appointed implementation and maintenance partner for the Service and carries out the initial set-up, customer-specific configuration, training and ongoing maintenance and updates. Human Intel OÜ remains the Customer's contracting party and invoicing entity unless an order form expressly states otherwise.

2.4 During an active paid subscription, NexusValue.ai will use commercially reasonable efforts to maintain and adapt the configured sales AI when supported AI providers introduce significant new versions, features or interface changes. This is not a guarantee of support for every third-party feature or every version of every AI provider.

3. Set-up and training

3.1 When the subscription starts, a one-time fee of EUR 2,000 excl. VAT is charged for set-up and training.

3.2 The fee includes initial set-up/onboarding in the Customer's supported AI environment, customer-specific configuration of the sales AI and initial training in using the solution and the value-focused selling method built into it.

3.3 Timing, format and participants for set-up and training are agreed after sign-up and payment. Additional advice, integrations, custom development or training outside the initial scope may be invoiced separately on the basis of a quote.

4. Subscription prices and automatic payment

4.1 The first payment consists of two parts: (a) EUR 2,000 for set-up and training and (b) the first month's subscription of EUR 200 multiplied by the chosen number of users. With three users the first payment is therefore EUR 2,000 + EUR 600 = EUR 2,600. All prices are excl. VAT.

4.2 From the next billing period only the recurring subscription amount is charged, unless the Customer buys additional services or another amount lawfully falls due.

4.3 Payments are processed by Stripe. At sign-up the Customer registers a valid payment method and authorises automatic recurring payments. Stripe automatically creates the relevant invoice and charges the Customer's saved payment method in each billing period. Discount codes issued by the Provider can be redeemed on the payment page.

4.4 The Customer must keep billing and payment details up to date via the customer portal ("Log in"). Failed payments are retried automatically, and access may be suspended after persistent non-payment and reasonable notice.

4.5 All invoices are issued by Human Intel OÜ, Tornimäe tn 3/5/7, 10145 Tallinn, Estonia, reg. no. 16384008, VAT no. EE102473098. Businesses in the EU with a valid VAT number are invoiced with reverse charge (0% VAT). Customers outside the EU are invoiced without VAT. VAT is added where required by law.

5. Customer obligations

- Maintain an active and suitable subscription with a supported AI provider (for example ChatGPT, Claude, Gemini, Mistral or another agreed platform).
- Pay all costs of the Customer's chosen AI platform, including subscription, licences, seats, tokens, API usage, credits and other usage-based fees.
- Provide correct company, billing, user and onboarding information.
- Provide the access, cooperation and material reasonably required for set-up, training, maintenance and updates.
- Ensure that the Customer's users comply with the AI provider's terms and this Agreement.
- Review AI-generated output before using it as a basis for business decisions, communication, quotes or commitments.
- Use the Service lawfully and protect login details and confidential information.

6. Intellectual property and licence

6.1 The Customer keeps ownership of its own company data, documents, customer information, processes, branding and other material provided by the Customer ("Customer Material").

6.2 NexusValue.ai retains all rights to the Value-Focused Selling concept and all related intellectual property and know-how made available through the Service, including philosophy, methodology, methods, models, processes, frameworks, tools, prompts, system instructions, agent logic and configurations, templates, training material, documentation, updates and improvements ("NexusValue Material"). Nothing in the Agreement transfers ownership to the Customer.

6.3 During an active paid subscription the Customer receives a limited, non-exclusive, non-transferable right to use the NexusValue Material only within the configured Service, for the Customer's internal business purposes and only for the number of users paid for.

6.4 The Customer may not copy, export, disclose, resell, publish, distribute, sub-license, reverse engineer or use the NexusValue Material to build or train a competing methodology, AI agent, AI product or service, unless such a restriction is invalid under mandatory law.

7. Removal of NexusValue Material at termination

7.1 When the Agreement ends, the Customer's licence to the NexusValue Material ends immediately, apart from any short technical wind-down period agreed in writing.

7.2 The Customer must stop using and, where technically possible, delete all NexusValue Material from its AI accounts/workspaces, including prompts, instructions, agent configurations, templates and training content delivered as part of the Service, and cooperate reasonably so that the Provider can remove the material.

7.3 Customer Material remains the Customer's property. The Customer is responsible for exporting any Customer Material it wishes to keep before access is removed.

8. Maintenance, updates and changes to third-party platforms

8.1 Ongoing maintenance of the configured sales AI is included during an active subscription. This may include improvements to prompts/instructions, compatibility adjustments and implementation of updated NexusValue Material.

8.2 When AI providers launch new model generations or platform features, the solution may be updated or migrated where reasonably relevant, depending on availability, compatibility, security and technical feasibility.

8.3 Significant custom development, integrations or new modules outside the standard subscription may require a separate agreement or payment.

9. Confidentiality and customer data

Each party shall protect the other party's non-public business, technical and commercial information with reasonable care and use it only to deliver or receive the Service. Customer Material is used only to the extent necessary to configure, maintain, support and improve the customer-specific Service.

10. Data protection and AI providers

10.1 Each party complies with applicable data protection law, including the GDPR. The Provider's processing of personal data is described in the Privacy Policy on www.valueshiftai.eu.

10.2 As the Service runs in the Customer's own AI environment, the Customer is responsible for choosing an AI provider and account configuration suitable for the information it submits, including settings for confidentiality, retention, training/data use and security.

10.3 If Human Intel OÜ or NexusValue.ai processes personal data on behalf of the Customer in a way that requires a data processing agreement under GDPR article 28, the parties will enter into an appropriate agreement.

10.4 In the sign-up form the Customer can choose whether we may send news about ValueShift AI, The Value Shift and related products, training and webinars by email, and whether we may contact the Customer by phone. Marketing is not a condition of the Agreement and can be withdrawn at any time.

11. Term and termination

11.1 The Agreement takes effect when the Customer accepts it during sign-up and the first payment has been completed, and continues from month to month.

11.2 Either party may terminate with effect at the end of the current monthly billing period by giving notice before the next charge – the Customer can cancel in the customer portal ("Log in") or at ai@humanintel.eu.

11.3 The Provider may suspend or terminate in case of material breach, unlawful use, security risk, misuse of NexusValue Material or persistent non-payment, with reasonable notice and an opportunity to remedy

where relevant.

12. Set-up fee, cancellation and refunds

The one-time fee of EUR 2,000 covers the work of configuring the Customer's AI environment and delivering the initial training. Unless mandatory law or a written agreement requires otherwise, the fee is not refunded once set-up work has started. Recurring fees for a billing period that has started are not refunded.

13. AI limitations and responsibility for output

AI systems may produce incomplete, incorrect or inappropriate answers. The Service is a business support tool and not a guarantee of sales results. The Customer is responsible for human review and for decisions, statements, quotes, prices and communication based on AI-generated output.

14. Warranties and limitation of liability

The Provider performs the Service with reasonable care and skill. To the extent permitted by law, the Service is provided without implied warranties of uninterrupted availability, error-free operation or any particular commercial result. Neither party is liable for indirect or consequential loss, and each party's total liability cannot exceed the fees paid or payable in the twelve (12) months before the event giving rise to the claim. This does not limit liability that cannot lawfully be limited.

15. General, notices and governing law

Notices may be sent to the Customer's registered contact person and to Human Intel OÜ at ai@humanintel.eu. The Agreement, the sign-up details, the Privacy Policy and any data processing agreement form the contractual basis. Estonian law applies and the courts of Estonia have jurisdiction, unless mandatory law requires otherwise. If a provision is unenforceable, the rest remains in force.

Appendix 1 – Commercial summary

Set-up + training (one-time)	EUR 2,000 excl. VAT
Recurring subscription	EUR 200 per paying user per month excl. VAT
Minimum subscription	3 users = minimum EUR 600/month
Billing currency	EUR
Payment method	Automatic recurring payment via Stripe (card, Apple Pay, Google Pay, Revolut Pay)
Contracting/invoicing party	Human Intel OÜ • Tallinn, Estonia • Reg. no. 16384008 • VAT no. EE102473098
Service	ValueShift AI sales AI implemented in the Customer's own supported AI environment
Concept / method	Value-Focused Selling – developed by Michael Raahauge, owned by NexusValue.ai
Implementation partner	NexusValue.ai – set-up, training, maintenance and updates
Customer's AI subscription and usage	Required and paid separately by the Customer
At termination	NexusValue Material must be removed from the Customer's AI environment

Acceptance

The Customer accepts the Agreement electronically by ticking the acceptance box in the sign-up form on www.valueshiftai.eu and completing the first payment via Stripe. The time of acceptance is recorded and serves as evidence of acceptance. No separate signature is required.