

# Terms of Service

Ellysto, LLC • <https://ellysto.com> • [hello@ellysto.com](mailto:hello@ellysto.com)

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These Terms of Service (the "Terms") govern your access to and use of the website located at <https://ellysto.com> (the "Site") and the consulting services, custom implementations, retainer engagements, digital tools, templates, kits, prompt libraries, dashboard, newsletter, and other products and services (collectively, the "Services") offered by Ellysto, LLC, a Louisiana limited liability company ("Ellysto," "we," "us," or "our"). By accessing or using the Site or the Services, you ("you" or "Customer") agree to be bound by these Terms.

## 1. Acceptance of Terms

By accessing the Site, creating an account, purchasing or downloading a digital product, subscribing to a newsletter or recurring service, or engaging Ellysto for consulting, implementation, or fractional support, you agree to these Terms, the Privacy Policy, and the Refund & Cancellation Policy, each of which is incorporated by reference. The Disclaimers and the DMCA Copyright Policy that previously appeared as separate documents are incorporated directly into these Terms in Sections 5, 6, 17, and 19 and the related provisions below. If you do not agree to these Terms, do not use the Site or the Services.

## 2. Eligibility

You must be at least eighteen (18) years of age and able to form a binding contract to use the Services. If you use the Services on behalf of a business or other entity, you represent and warrant that you have authority to bind that entity, in which case "you" and "Customer" refer to that entity.

## 3. Accounts and Dashboard

Certain Services require an account or dashboard access. You are responsible for maintaining the confidentiality of your credentials and for all activity that occurs under your account. You agree to provide accurate and current information and to promptly update it as needed. We may suspend or terminate accounts that are inactive, appear to be compromised, or violate these Terms.

## 4. Description of Services

Ellysto offers (a) AI Consulting, including discovery, AI strategy, and audit engagements; (b) Workflow Automation and Custom Implementation, including custom automations and integration work; (c) Digital Tools, Templates, and Kits, including Level 1 and Level 2 kits, plug-and-play kits, prompt libraries, and similar downloadable or dashboard-accessible content; and (d) Fractional AI Support / Retainer engagements. Specific deliverables, timelines, and fees are described in the applicable order page, statement of work ("SOW"), or written proposal. In the event of a conflict between these Terms and a signed SOW, the SOW controls for the affected engagement.

## 5. AI Limitations, No Guaranteed Results, and General Disclaimers

Ellysto provides consulting, automation, and tooling. The Services use artificial-intelligence systems, large language models, and automated workflows. AI outputs may be inaccurate, incomplete, out-of-date, biased, fabricated, or otherwise unsuitable for your use case, and may reflect the limitations and training data of the underlying models. You are responsible for reviewing, verifying, and exercising independent judgment over all AI-generated content before relying on it, publishing it, transmitting it to third parties, or using it to make business or regulated-industry decisions. Ellysto does not guarantee any specific business outcome, including (a) revenue, profit, cost savings, or return on investment; (b) lead generation, customer acquisition, conversion, or retention; (c) search rankings, organic traffic, audience growth, or social-media performance; (d) productivity gains, hours saved, or operational efficiency; (e) compliance, audit, certification, accreditation, or regulatory outcomes; (f) hiring, retention, or human-resources outcomes; or (g) avoidance of penalties, liability, or third-party claims. Performance estimates, illustrative examples, testimonials, and case studies are illustrative only, reflect the experience of specific customers under specific conditions, and are not promises of similar results for any other customer. Roadmap, planning, and forward-looking statements about features, integrations, industries, or capabilities are aspirational and subject to change.

## **6. Professional-Services No-Reliance; Industry-Specific Warnings**

Ellysto is not a law firm, medical or healthcare provider, accountant, tax adviser, broker-dealer, registered investment adviser, insurance agency, licensed real-estate brokerage, employment agency, or licensed human-resources professional, and does not provide legal, medical, financial, investment, tax, accounting, real-estate, insurance, human-resources, or other regulated professional advice. Information, content, templates, kits, and AI outputs provided through the Services are for general informational and operational purposes only and are not a substitute for advice from a qualified, licensed professional in your jurisdiction. Customers operating in regulated industries — including but not limited to legal services, healthcare and behavioral health, finance and lending, insurance, tax, accounting, real estate, securities, education, employment and human resources, regulated trades (such as electrical, HVAC, plumbing), and nonprofit and government contracting — are solely responsible for ensuring that their use of the Services and any AI outputs complies with applicable laws, regulations, licensing requirements, professional standards, ethics rules, and privacy obligations. The Services are not intended for use in life-safety, life-support, emergency-response, or other critical systems where failure could result in personal injury, loss of life, or serious property damage.

## **7. Customer Responsibilities**

You agree to (a) provide accurate information and materials necessary for Ellysto to perform the Services; (b) comply with all applicable laws and third-party terms; (c) implement reasonable backup, security, and review procedures for any output, automation, integration, or system Ellysto delivers; (d) review all AI-generated content before publication or reliance; and (e) obtain any third-party consents, licenses, or permissions necessary for the materials and data you provide to Ellysto.

## **8. Acceptable Use**

You agree not to use the Site or Services to: (a) violate any law or third-party right; (b) infringe intellectual property or misappropriate confidential information; (c) transmit malicious code or attempt to disrupt or gain unauthorized access to the Site, the Services, or any other system; (d) reverse

engineer, scrape, or otherwise extract content or code except as expressly permitted; (e) resell, sublicense, or publicly redistribute digital products outside the license granted; (f) impersonate any person or misrepresent your affiliation; (g) use the Services to generate, distribute, or facilitate spam, phishing, harassment, deceptive content, or illegal goods or services; or (h) use the Services to make unsubstantiated AI claims or to substitute for licensed professional services where prohibited by law.

## **9. Fees, Payments, and Taxes**

Fees are stated on the applicable order page, dashboard, SOW, or proposal. Payments are processed by Stripe under Stripe's terms; Ellysto does not store full payment card numbers. You authorize Ellysto and Stripe to charge your payment method for all amounts due, including recurring fees for subscriptions and retainers. All fees are exclusive of taxes; you are responsible for any applicable sales, use, value-added, or similar taxes (other than taxes on Ellysto's net income). Failed or reversed payments may result in suspension of access. Chargebacks initiated without first contacting Ellysto in good faith may be disputed and may result in account termination.

## **10. Subscriptions, Retainers, and Cancellation**

Subscription packages and retainer engagements renew automatically on a recurring monthly (or other stated) cycle until canceled. You may cancel at any time by following the cancellation process described in the Refund & Cancellation Policy. Upon cancellation, you will retain access through the end of the then-current billing or access period, and cancellation will be effective after that period. No prorated refunds are provided except as required by law or as expressly stated in a signed SOW.

## **11. Digital Products — No Refunds**

Digital downloads, templates, kits, prompt libraries, and similar digital products are delivered immediately upon purchase or made available through your account. All such purchases are final and non-refundable, except where a refund is required by applicable law. See the Refund & Cancellation Policy for details.

## **12. Intellectual Property; License to Customer**

All right, title, and interest in and to the Site and the Services, including the underlying software, templates, kits, prompt libraries, documentation, and any improvements, are and remain the exclusive property of Ellysto and its licensors. Subject to your compliance with these Terms and payment of applicable fees, Ellysto grants you a limited, non-exclusive, non-transferable, non-sublicensable license to use the digital products you have purchased for your internal business or personal use only. You may not resell, redistribute, or publicly share the digital products. For consulting and implementation deliverables, ownership and license terms are governed by the applicable SOW.

## **13. Customer Content and Client Materials**

You retain all rights in the data, documents, and other materials you provide to Ellysto ("Customer Content"). You grant Ellysto a non-exclusive, worldwide, royalty-free license to use, host, process, modify, and display Customer Content solely to provide and improve the Services and to comply with law. You represent and warrant that you have all rights necessary to grant this license and that

Customer Content does not infringe any third-party right.

## **14. Confidentiality**

Each party agrees to protect the other's non-public business, technical, and customer information disclosed in connection with the Services using reasonable care and not to use or disclose it except as necessary to perform or use the Services. Confidentiality obligations do not apply to information that is or becomes public through no fault of the receiving party, is independently developed, or is required to be disclosed by law.

## **15. Third-Party Services; Automation Failure Risk; External Links**

The Services may integrate with or rely on third-party platforms, models, APIs, and providers, including Stripe and AI model providers. Ellysto is not responsible for the availability, accuracy, security, or pricing changes of third-party services. Your use of third-party services is governed by the applicable third-party terms. Automated workflows, integrations, and scripts may fail, misfire, send duplicate or incorrect messages, miss events, or otherwise behave unexpectedly due to changes in third-party APIs, configuration errors, or other factors; you are responsible for implementing appropriate monitoring, fallback procedures, and human review for any business-critical process. Links to third-party websites and resources are provided for convenience, and Ellysto does not endorse and is not responsible for the content, accuracy, or practices of any third-party site.

## **16. Privacy**

Your use of the Services is also governed by the Privacy Policy, which is incorporated by reference.

## **17. DMCA Copyright Policy; Notices, Counter-Notices, and Repeat Infringers**

Ellysto respects the intellectual property rights of others and expects users of the Site and the Services to do the same. This Section 17 describes how Ellysto responds to claims of copyright infringement under Title II of the Digital Millennium Copyright Act, 17 U.S.C. § 512 (the "DMCA"). Eligibility for the DMCA safe harbors requires, among other things, designation of an agent registered with the U.S. Copyright Office Directory of Designated Agents and public posting of that agent's contact information; until Ellysto has completed and verified that registration, it does not represent that the Section 512 safe harbor has been perfected.

(a) Notification of claimed infringement. If you believe in good faith that content available through the Services infringes a copyright you own or are authorized to act on behalf of, you may send a written notice to Ellysto's designated agent that includes substantially the following information, as required by 17 U.S.C. § 512(c)(3): (i) a physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, of the exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works; (iii) identification of the material claimed to be infringing or to be the subject of infringing activity, and information reasonably sufficient to permit Ellysto to locate the material (such as the URL); (iv) information reasonably sufficient to permit Ellysto to contact you, such as an address, telephone number, and email address; (v) a statement that you have a good-faith belief that use of the material in the manner complained of is not

authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(b) Designated Agent (interim contact). Notices of claimed infringement should be sent to: Ellysto, LLC — DMCA Designated Agent; Agent Name: Ellysto, LLC Copyright Agent; Mailing Address: 3867 Plaza Tower Dr., 1st Floor, Baton Rouge, LA 70816; Telephone: [DMCA Agent Telephone Number] (pending Copyright Office registration); Email: hello@ellysto.com. The agent contact information above is provided for public notice purposes; to claim the Section 512 safe harbor, Ellysto must complete and maintain Copyright Office designated-agent registration (designations expire after three years and must be renewed) and keep this Section 17 and the Site contact information consistent with the registered record.

(c) Response to notices. Upon receipt of a notice that substantially complies with 17 U.S.C. § 512(c)(3), Ellysto will act expeditiously to remove or disable access to the identified material. Ellysto may, but is not required to, provide notice to the user who posted or uploaded the material.

(d) Counter-notification. If you believe that material you posted was removed or disabled by mistake or misidentification, you may send Ellysto's Designated Agent a counter-notification under 17 U.S.C. § 512(g)(3) that includes substantially the following information: (i) your physical or electronic signature; (ii) identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or disabled; (iii) a statement under penalty of perjury that you have a good-faith belief that the material was removed or disabled as a result of mistake or misidentification; (iv) your name, address, and telephone number; and (v) a statement that you consent to the jurisdiction of the federal district court for the judicial district in which your address is located (or, if your address is outside the United States, for any judicial district in which Ellysto may be found), and that you will accept service of process from the person who provided the original notice or an agent of that person.

(e) Restoration of material. If Ellysto receives a counter-notification that substantially complies with the statutory requirements, Ellysto may, in its discretion and consistent with 17 U.S.C. § 512(g), replace the removed material or cease disabling access to it not less than ten (10) and not more than fourteen (14) business days following receipt of the counter-notification, unless the original complaining party first notifies Ellysto's Designated Agent that it has filed an action seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on Ellysto's system or network.

(f) Repeat infringer policy. Consistent with 17 U.S.C. § 512(i), Ellysto has adopted and implements a policy of terminating, in appropriate circumstances, the accounts of users and account holders who are determined to be repeat infringers. Determinations are made in Ellysto's reasonable discretion and may take into account the nature, frequency, and severity of alleged infringement, the validity of notices and counter-notices, and other relevant factors.

(g) Misrepresentations. Under 17 U.S.C. § 512(f), any person who knowingly materially misrepresents that material or activity is infringing, or that material or activity was removed or disabled by mistake or misidentification, may be subject to liability for damages, including costs and attorneys' fees, incurred by the alleged infringer, the copyright owner, or a service provider relying on the misrepresentation.

Please use this process in good faith.

## **18. Suspension and Termination**

Ellysto may suspend or terminate your access to the Site or the Services at any time, with or without notice, if (a) you breach these Terms; (b) we are required to do so by law; or (c) we discontinue all or part of the Services. Upon termination, the licenses granted to you cease, and Sections 5, 6, 9-15, and 19-26 survive.

## **19. Disclaimers of Warranties**

EXCEPT AS EXPRESSLY STATED IN A SIGNED SOW, THE SITE AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS. TO THE FULLEST EXTENT PERMITTED BY LAW, ELLYSTO DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. ELLYSTO DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, ACCURATE, COMPLETE, OR SECURE, OR THAT AI OUTPUTS OR AUTOMATIONS WILL MEET YOUR REQUIREMENTS.

## **20. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL ELLYSTO, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, MEMBERS, EMPLOYEES, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUE, LOST DATA, BUSINESS INTERRUPTION, OR COSTS OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATING TO THE SITE OR THE SERVICES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY, AND WHETHER OR NOT ELLYSTO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ELLYSTO'S TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS PAID BY YOU TO ELLYSTO FOR THE SERVICES GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, AND (B) ONE HUNDRED U.S. DOLLARS (\$100). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **21. Indemnification**

You agree to defend, indemnify, and hold harmless Ellysto and its affiliates and their respective officers, members, employees, and contractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) your use of the Site or Services; (b) your Customer Content; (c) your breach of these Terms; or (d) your violation of any law or third-party right.

## **22. Governing Law and Venue**

These Terms are governed by the laws of the State of Louisiana, without regard to conflict-of-laws principles. Subject to Section 23, the parties consent to the exclusive jurisdiction of, and venue in, the state courts of St. Tammany Parish, Louisiana and, for any matter within the exclusive jurisdiction of the federal courts, the United States District Court for the Eastern District of Louisiana, in each case for any dispute not subject to arbitration.

### **23. Dispute Resolution; Optional Arbitration**

**Informal Resolution.** Before filing a claim, you agree to attempt to resolve any dispute by contacting Ellysto at [hello@ellysto.com](mailto:hello@ellysto.com) and providing a written description of the dispute. The parties will negotiate in good faith for at least thirty (30) days before initiating formal proceedings. Arbitration (optional, subject to legal review). If Ellysto elects to include binding arbitration in its final published Terms, disputes arising out of or relating to these Terms or the Services may be resolved by binding individual arbitration in Louisiana, administered by a reputable arbitration provider under its commercial or consumer rules then in effect. Either party may seek injunctive or equitable relief in court to protect intellectual property or confidential information. Small-claims actions are not subject to arbitration. **Class waiver.** To the extent permitted by law, claims may be brought only on an individual basis and not as part of a class, consolidated, or representative action. Ellysto should confirm with counsel whether to retain this Section 23 in the final published Terms.

### **24. Changes to the Terms**

We may update these Terms from time to time. The updated Terms will be posted with a new Effective Date. Material changes will be communicated by reasonable means. Your continued use of the Services after the changes take effect constitutes acceptance.

### **25. Miscellaneous**

These Terms, together with the documents incorporated by reference and any signed SOW, constitute the entire agreement between the parties regarding the Services. If any provision is held unenforceable, it will be modified to the minimum extent necessary and the remaining provisions will remain in effect. No waiver is effective unless in writing. You may not assign these Terms without Ellysto's prior written consent; Ellysto may assign these Terms in connection with a merger, acquisition, or sale of assets. Headings are for convenience only.

### **26. Contact**

Questions about these Terms may be directed to Ellysto, LLC, [hello@ellysto.com](mailto:hello@ellysto.com), 3867 Plaza Tower Dr., 1st Floor, Baton Rouge, LA 70816.