

Terms of Service

Effective Date: February 13, 2026

Last Updated: February 13, 2026

Welcome to Exactly AI Solutions ("Exactly," "we," "us," or "our"). These Terms of Service ("Terms") govern your access to and use of our website, chat interface, and services. By accessing or using our services, you agree to be bound by these Terms.

1. Acceptance of Terms

By using exactlyai.solutions (the "Site") or any of our services, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. If you do not agree, please do not use our services.

These Terms constitute a legally binding agreement between you (the "User" or "you") and Exactly AI Solutions.

2. Description of Services

Exactly AI Solutions provides Done-For-You AI solutions with guaranteed outcomes, including but not limited to:

- **AI-Powered Business Insights:** Interactive chat-based analysis of your business, website, and marketing
- **Quick Wins Reports:** Rapid assessments identifying immediate improvement opportunities
- **Deep Dive Analysis:** Comprehensive business analysis and strategic recommendations
- **CRO Chatbots:** Conversion rate optimization tools and implementations
- **AI Implementation Services:** Full-service AI solution deployment with results-based pricing

Our services are delivered primarily through an AI-powered chat interface and may include reports, recommendations, implementations, and ongoing support.

3. User Obligations

3.1 Eligibility

You must be at least 18 years old and have the authority to enter into these Terms on behalf of your business or organization.

3.2 Accurate Information

You agree to provide accurate, current, and complete information when using our services and to update such information as necessary.

3.3 Acceptable Use

You agree to use our services only for lawful purposes and in compliance with these Terms. You will not:

- Use our services to violate any applicable laws or regulations
- Attempt to gain unauthorized access to our systems or networks
- Interfere with or disrupt the integrity or performance of our services
- Transmit any viruses, malware, or other harmful code
- Impersonate any person or entity or misrepresent your affiliation
- Use our services to harm, harass, or defraud others
- Scrape, copy, or reverse engineer our technology or content

4. Intellectual Property Rights

4.1 Our Property

All content, features, and functionality of our services, including but not limited to text, graphics, logos, software, AI models, and algorithms, are owned by Exactly AI Solutions and are protected by copyright, trademark, and other intellectual property laws.

4.2 Your Data

You retain all rights to the business information, data, and content you provide to us ("Your Data"). By using our services, you grant us a limited, non-exclusive license to use Your Data to:

- Provide and improve our services
- Generate insights and recommendations for you
- Create anonymized, aggregated data for research and service improvement

4.3 AI-Generated Content

Reports, insights, and recommendations generated by our AI ("AI-Generated Content") are provided to you for your business use. While you may use this content for your business purposes, our underlying

AI technology, methodologies, and processes remain our proprietary property.

5. Payment Terms and Guaranteed Outcomes

5.1 Pricing

Pricing for our services is provided separately and may be based on:

- Fixed project fees
- Results-based pricing (payment tied to achieved outcomes)
- Subscription or retainer arrangements
- Custom pricing based on scope and requirements

Specific pricing and payment terms will be outlined in a separate Service Agreement or proposal.

5.2 Guaranteed Outcomes

Our "guaranteed outcomes" commitment means:

- We define specific, measurable success metrics with you before beginning work
- Payment is structured to align with achievement of agreed-upon results
- If guaranteed outcomes are not met within the agreed timeframe, remedies will be as specified in your Service Agreement

The specific terms of guaranteed outcomes, success metrics, timeframes, and remedies are defined in individual Service Agreements, not in these general Terms of Service.

5.3 Free Services

Certain features of our Site, including initial chat interactions and basic reports, may be provided free of charge. We reserve the right to modify or discontinue free services at any time.

6. AI-Generated Insights and Disclaimers

6.1 Nature of AI Services

Our services utilize artificial intelligence to generate business insights and recommendations. While we strive for accuracy, you acknowledge that:

- AI-generated content is based on algorithms and available data
- Insights are recommendations, not guarantees of specific business outcomes

- You are responsible for evaluating and implementing any recommendations
- Results may vary based on your specific circumstances, market conditions, and execution

6.2 No Professional Advice

Our services provide business insights and recommendations but do not constitute:

- Legal, financial, accounting, or tax advice
- Professional consulting that creates a fiduciary relationship
- Guaranteed business results or ROI

You should consult with appropriate professionals before making significant business decisions.

7. Confidentiality

7.1 Your Confidential Information

We understand that you may share sensitive business information through our chat interface. We will:

- Treat your business information as confidential
- Not disclose your specific business data to third parties except as required by law or as specified in our Privacy Policy
- Use appropriate security measures to protect your information

7.2 Limitations

Our confidentiality obligations do not apply to information that:

- Is or becomes publicly available through no breach by us
- You authorize us to disclose
- We are required to disclose by law or legal process

8. Disclaimers and Limitations of Liability

8.1 Service Availability

OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

We do not warrant that:

- Our services will be uninterrupted, secure, or error-free
- Results obtained from our services will be accurate or reliable
- Defects will be corrected

8.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXACTLY AI SOLUTIONS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES ARISING FROM YOUR USE OF OUR SERVICES.

OUR TOTAL LIABILITY FOR ANY CLAIMS ARISING FROM THESE TERMS OR YOUR USE OF OUR SERVICES SHALL NOT EXCEED THE AMOUNT YOU PAID US IN THE 12 MONTHS PRECEDING THE CLAIM, OR \$100 IF YOU HAVE NOT PAID US ANYTHING.

Some jurisdictions do not allow limitation of liability for certain damages, so some limitations may not apply to you.

9. Indemnification

You agree to indemnify, defend, and hold harmless Exactly AI Solutions, its officers, directors, employees, and agents from any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from:

- Your use of our services
- Your violation of these Terms
- Your violation of any rights of another party
- Your business decisions or implementations based on our recommendations

10. Termination

10.1 By You

You may stop using our services at any time. If you have a paid service agreement, termination terms will be specified in that agreement.

10.2 By Us

We reserve the right to suspend or terminate your access to our services at any time, with or without notice, for:

- Violation of these Terms

- Fraudulent, abusive, or illegal activity
- Non-payment (for paid services)
- Any other reason at our discretion

10.3 Effect of Termination

Upon termination:

- Your right to use our services ceases immediately
- We may delete your account and data (subject to our data retention policies)
- Provisions that by their nature should survive (including intellectual property, disclaimers, and limitation of liability) will remain in effect

11. Dispute Resolution

11.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

11.2 Informal Resolution

Before filing a claim, you agree to try to resolve the dispute informally by contacting us at help@exactlyai.solutions. We will attempt to resolve disputes in good faith.

11.3 Arbitration

If we cannot resolve a dispute informally within 60 days, any dispute arising from these Terms or our services shall be resolved through binding arbitration in accordance with the American Arbitration Association's Commercial Arbitration Rules. Arbitration will take place in Delaware.

11.4 Class Action Waiver

YOU AGREE THAT DISPUTES WILL BE RESOLVED ON AN INDIVIDUAL BASIS. YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

11.5 Exceptions

Either party may seek injunctive relief in court for:

- Intellectual property infringement
- Confidentiality breaches
- Other claims not suitable for arbitration

12. Changes to Terms

We may update these Terms from time to time. Material changes will be communicated by:

- Posting the updated Terms on our website
- Updating the "Last Updated" date
- Sending notice to your email address (if you have an account)

Your continued use of our services after changes are posted constitutes acceptance of the updated Terms. If you do not agree to the changes, you must stop using our services.

13. General Provisions

13.1 Geographic Restrictions

Our services are intended for businesses located in the United States. While our website is accessible globally, we do not actively market to or offer services to individuals or businesses located in the European Economic Area (EEA) or other jurisdictions outside the United States. If you access our services from outside the United States, you do so at your own initiative and are responsible for compliance with local laws.

13.2 Entire Agreement

These Terms, together with our Privacy Policy and any Service Agreement, constitute the entire agreement between you and Exactly AI Solutions regarding our services.

13.2 Severability

If any provision of these Terms is found to be unenforceable, the remaining provisions will remain in full effect.

13.3 No Waiver

Our failure to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision.

13.4 Assignment

You may not assign or transfer these Terms without our written consent. We may assign these Terms without restriction.

13.5 Force Majeure

We shall not be liable for any failure to perform our obligations due to circumstances beyond our reasonable control, including acts of God, war, terrorism, labor disputes, or internet failures.

13.6 Feedback

If you provide us with feedback, suggestions, or ideas about our services, you grant us the right to use such feedback without any obligation to you.

14. Contact Information

If you have questions about these Terms, please contact us:

Exactly AI Solutions

Email: help@exactlyai.solutions

Website: exactlyai.solutions

Acknowledgment

BY USING OUR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM.

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