

Terms and Conditions

Scale Through Automation, LLC

Version 2.0 | Effective Date: March 23, 2026

Company: Scale Through Automation, LLC (“STA,” “we,” “us,” or “our”)

Address: 111 East 17th Street, Austin, Texas 78701

Email: info@scalethroughautomation.io

Phone: (817) 809-3820

Important: Please Read Carefully

These Terms and Conditions (“Terms,” “Agreement”) constitute a legally binding agreement between you (“Client,” “you,” or “your”) and Scale Through Automation, LLC governing your use of our services. By clicking “I Agree,” checking an acknowledgment box, signing a service order, or otherwise accessing or using our services, you confirm that you have read, understood, and agree to be bound by these Terms.

If you are accepting these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms.

If you do not agree to these Terms, do not use our services.

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1. Definitions

For the purposes of this Agreement, the following terms have the meanings set forth below:

- **“AI Employee”** means any artificial intelligence agent, bot, or automated system developed, configured, or deployed by STA on behalf of the Client, including but not limited to voice agents, conversation agents, chat agents, email agents, and operations agents.
- **“Client Data”** means all data, content, materials, information, documents, and files provided by the Client or generated within the Client’s environment in connection with the Services.
- **“Client Environment”** means the Client’s own platforms, systems, accounts, infrastructure, and third-party services within which AI Employees operate and Client Data resides.
- **“Deliverables”** means any custom configurations, workflows, prompts, scripts, integrations, knowledge base setups, or other work product created by STA specifically for the Client as part of the Services.
- **“Intellectual Property” or “IP”** means all patents, copyrights, trademarks, trade secrets, know-how, methodologies, algorithms, frameworks, tools, and any other proprietary rights.
- **“Personal Information”** means any information that identifies, relates to, describes, or could reasonably be linked to a particular individual, as defined under applicable privacy laws including the CCPA, GDPR, and other data protection regulations.
- **“Services”** means all SaaS products, AI and automation development, consulting, support, maintenance, and related services provided by STA as described in Section 2.
- **“STA Proprietary Technology”** means STA’s pre-existing and independently developed methodologies, algorithms, frameworks, tools, templates, general know-how, and any improvements thereto.
- **“Third-Party Services”** means platforms, software, APIs, AI models, and services provided by entities other than STA that may be utilized in connection with the Services (e.g., CRM systems, telephony providers, AI model providers such as OpenAI or Anthropic, cloud infrastructure providers).

2. Services Description

2.1 Scope of Services

Scale Through Automation provides AI and automation consulting, development, deployment, support, and maintenance services, which may include:

- Voice agents and telephony automation
- Conversational AI agents (chat, messaging, social media)
- Email automation agents
- Operations and workflow automation agents

- Knowledge base configuration and management
- CRM and business system integrations
- Custom AI and automation development
- Ongoing support, optimization, and maintenance

All Services are delivered based on the information, materials, and access provided by the Client during onboarding and throughout the engagement.

2.2 Deployment Timeline

AI Employees are typically deployed within 24–48 hours after STA receives all required access credentials and configuration information. Actual timelines may vary based on project complexity, the completeness of information provided, third-party platform dependencies, or custom development requirements.

2.3 Service Updates

STA may update, improve, or modify the Services from time to time to maintain operational continuity, improve performance, or comply with changes to Third-Party Services. We will provide reasonable advance notice of any updates that materially affect the Client's use of the Services.

2.4 Scope of Work

The specific scope, deliverables, and timeline for each engagement may be further defined in a separate Statement of Work ("SOW") or service order. In the event of a conflict between these Terms and a SOW, the SOW shall control with respect to the specific engagement, and these Terms shall control for all other matters.

3. Client Responsibilities

3.1 Information and Access

To ensure proper AI Employee operation, the Client agrees to:

- Provide accurate, complete, and up-to-date business information, including policies, pricing, workflows, and configuration instructions
- Grant timely platform access for integration (CRM, phone systems, email services, and other relevant systems)
- Review and approve workflows, scripts, responses, and configurations when requested by STA
- Designate an authorized point of contact for project communications and approvals
- Maintain and securely store all login credentials, API keys, and backup data

3.2 Input Quality

The Client acknowledges and accepts that the quality, accuracy, and completeness of information provided directly affects AI Employee performance and output quality. STA shall not be liable for any deficiencies in Services resulting from inaccurate, incomplete, or untimely information provided by the Client.

3.3 Compliance Obligations

The Client is solely responsible for ensuring that their use of the Services complies with all applicable laws, regulations, and industry standards, including but not limited to data privacy laws, telecommu-

nications regulations, and industry-specific requirements (e.g., HIPAA, PCI DSS, financial services regulations).

3.4 Human Oversight

The Client agrees to maintain appropriate human oversight over all AI Employee operations and to review AI-generated outputs before use in critical business decisions, customer-facing communications, and any context where accuracy is essential.

4. Intellectual Property Rights

4.1 Client Ownership

The Client retains all ownership rights, title, and interest in and to:

- All Client Data provided to STA or generated within the Client Environment
- All pre-existing Client intellectual property
- Custom Deliverables created by STA specifically for the Client, subject to Section 4.2, upon full payment for the applicable Services

4.2 STA Proprietary Technology

STA retains all ownership rights, title, and interest in and to STA Proprietary Technology, including all methodologies, algorithms, frameworks, templates, tools, and general know-how developed before or during the engagement. Nothing in this Agreement transfers ownership of STA Proprietary Technology to the Client.

Where Deliverables incorporate or are built upon STA Proprietary Technology, STA grants the Client a non-exclusive, non-transferable, royalty-free license to use such incorporated STA Proprietary Technology solely in connection with the Deliverables for the Client's internal business purposes, for the duration of the service engagement.

4.3 Prompt and Configuration Ownership

Custom prompts, configurations, and workflows developed by STA specifically for the Client are considered Deliverables and are owned by the Client upon full payment. General-purpose prompts, templates, and configurations that are part of STA Proprietary Technology remain the property of STA.

4.4 No Copyright Warranty for AI Outputs

STA does not warrant that AI-generated outputs are eligible for copyright protection or other intellectual property protection under applicable law. Under current U.S. Copyright Office guidance, purely AI-generated works may not qualify for copyright registration. The Client assumes all risk regarding the intellectual property status of AI-generated content.

4.5 Third-Party IP

STA does not warrant that AI-generated outputs are free from third-party intellectual property claims. The Client assumes the risk of use and is responsible for conducting appropriate clearance or review before relying on AI-generated content in ways that could implicate third-party IP rights.

4.6 Feedback License

If the Client provides feedback, suggestions, or improvement ideas regarding the Services, the Client grants STA a perpetual, irrevocable, worldwide, royalty-free license to use, modify, and incorporate such feedback into STA's products and services without restriction or obligation to the Client.

4.7 Training Data Restrictions

STA will not use Client Data to train, fine-tune, or improve AI models without the Client's explicit prior written consent. This restriction does not apply to anonymized, aggregated performance metrics used for service quality monitoring.

5. Data Privacy and Security

5.1 Data Handling Principles

STA is committed to protecting the privacy and security of Client Data. Our data handling practices are guided by the following principles:

- **Client Environment Operation:** AI Employees operate within the Client's own environment. STA does not independently store, copy, or retain Client Data on STA-owned servers or infrastructure.
- **Data Minimization:** STA accesses only the data necessary to deliver the contracted Services.
- **Purpose Limitation:** Any Client Data accessed during service delivery is used solely for the purpose of providing the Services.
- **No Data Sharing:** STA does not sell, share, rent, or disclose Client Data to third parties for their own purposes.

5.2 Client Data Control

The Client retains full ownership and control over all data within the Client Environment, including conversations, logs, knowledge bases, interaction records, and all AI-generated content. All setup information and access credentials provided to STA will be deleted or returned upon request or upon termination of Services, subject to any legally required retention.

5.3 California Consumer Privacy Act (CCPA/CPRA) Compliance

To the extent that STA processes Personal Information of California residents in connection with the Services:

- STA acts as a **service provider** (as defined under the CCPA) and processes Personal Information only as necessary to perform the Services and as instructed by the Client.
- STA does not sell or share (as defined under the CCPA) the Personal Information of California residents.
- California residents may exercise their rights to access, delete, correct, and port their personal data, and to opt out of the sale or sharing of their Personal Information, by contacting us at the information provided in Section 19.
- STA will not discriminate against any consumer for exercising their CCPA rights.
- STA will respond to verified consumer requests within 45 days, extendable to 90 days with notice.
- For more information about our data practices, please refer to our Privacy Policy at [Privacy Policy URL].

5.4 General Data Protection Regulation (GDPR) Compliance

To the extent that STA processes personal data of individuals located in the European Economic Area (EEA), United Kingdom, or Switzerland:

- STA processes personal data in accordance with the lawful bases set forth in Article 6 of the GDPR, as applicable.
- Data subjects may exercise their rights to access, rectification, erasure, restriction, portability, and objection by contacting us at the information provided in Section 19. STA will respond to data subject requests within 30 days.
- Where STA acts as a data processor on behalf of the Client, the parties shall enter into a Data Processing Agreement (“DPA”) in accordance with Article 28 of the GDPR.
- International data transfers, where necessary, will be conducted pursuant to appropriate safeguards, including Standard Contractual Clauses (SCCs) or the EU-U.S. Data Privacy Framework, as applicable.
- In the event of a personal data breach, STA will notify the Client without undue delay and in any case within 72 hours of becoming aware of the breach.

5.5 Data Breach Notification

In the unlikely event of a security incident affecting Client Data:

- STA will notify the Client within 72 hours of confirming a data breach, providing the nature of the breach, the categories and approximate number of records affected, the likely consequences, and the remedial measures taken or proposed.
- STA will cooperate with the Client’s investigation and regulatory reporting obligations.
- STA will take prompt remedial action to mitigate the impact of any breach.

5.6 Subprocessors and Third-Party AI Providers

The Services may involve the use of Third-Party Services, including AI model providers (e.g., OpenAI, Anthropic, Google), cloud infrastructure providers, and other technology platforms. STA will:

- Maintain a list of subprocessors used in connection with the Services, available upon request.
- Provide at least 30 days’ advance notice before engaging a new subprocessor that processes Client Data, with the Client’s right to object.
- Ensure that all subprocessors are bound by data protection obligations no less protective than those in this Agreement.

5.7 Security Measures

STA employs industry-standard security practices in connection with the Services, including but not limited to:

- Encryption of data in transit (TLS 1.2+)
 - Role-based access controls and least-privilege principles
 - Multi-factor authentication for STA personnel accessing Client systems
 - Regular security assessments and reviews
 - Documented incident response procedures
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6. Payment Terms and Billing

6.1 Payment Methods and Currency

STA accepts payment via credit card, debit card, and ACH (Automated Clearing House) transfer. All payments are processed in U.S. dollars unless otherwise agreed in writing. Payment processing is handled by PCI DSS-compliant third-party payment processors. STA does not directly store credit card numbers or sensitive payment credentials on its own systems.

6.2 Billing Cycle and Payment Terms

- Payments are due upfront at the beginning of each billing cycle unless otherwise arranged in a separate written agreement.
- Monthly subscription services auto-renew at the then-current rate unless canceled in accordance with Section 13.

6.3 Auto-Renewal Disclosures

AUTOMATIC RENEWAL NOTICE: Your subscription will automatically renew at the end of each billing period at the then-current rate unless you cancel before the renewal date. You will be charged the applicable subscription fee for each renewal period. To cancel auto-renewal, follow the cancellation procedures in Section 13.

6.4 Price Changes

STA reserves the right to modify pricing for the Services. We will provide at least **30 days' advance written notice** before any price increase takes effect. Price changes will apply at the start of your next billing cycle following the notice period. Continued use of the Services after a price change constitutes acceptance of the new pricing.

6.5 Late Payments and Failed Charges

- If a payment fails, STA will notify the Client and provide a **15-day grace period** to remedy the payment failure.
- If payment is not received within the grace period, STA reserves the right to suspend or restrict access to the Services until the outstanding balance is resolved.
- Accounts with balances overdue by more than 30 days may be subject to late fees of 1.5% per month (or the maximum rate permitted by law, whichever is lower) on the outstanding balance.
- Repeated payment failures may result in termination of Services in accordance with Section 13.

6.6 Taxes

The Client is responsible for all applicable taxes, duties, and government charges (excluding taxes based on STA's net income) arising from the purchase or use of the Services. If STA is required to collect or remit any such taxes, the applicable amount will be added to the Client's invoice.

6.7 Chargebacks and Disputed Charges

If the Client disputes a charge, the Client agrees to contact STA at info@scaletroughautomation.io before initiating a chargeback with their financial institution. Chargebacks initiated without prior good-faith communication with STA may result in suspension of Services and may be subject to a chargeback processing fee of up to \$25.00.

6.8 Refund Policy

- No refunds are provided for partial billing periods.

- Refund eligibility for other circumstances is addressed in Section 13 (Termination and Refunds).
 - All refunds, where applicable, will be processed within 30 business days to the original payment method.
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7. Acceptable Use Policy

7.1 Prohibited Uses

The Client agrees not to use the Services for any of the following:

- **Illegal activity:** Any activity that violates applicable local, state, federal, or international law
- **Harassment or abuse:** Threats, harassment, defamation, hate speech, or discriminatory conduct
- **Misinformation:** Intentionally generating or distributing false, misleading, or deceptive content
- **Harmful content:** Distributing malware, viruses, phishing content, or other malicious code
- **Regulated data without authorization:** Handling medical (HIPAA), financial (PCI DSS), legal, or other specially regulated data without appropriate agreements and safeguards in place
- **Security violations:** Attempting unauthorized access to STA systems, reverse engineering, or interfering with service infrastructure
- **Competitive use:** Using the Services for competitive benchmarking, reverse engineering, or unauthorized resale
- **AI safety bypass:** Attempting to circumvent AI safety measures, content filters, or ethical guardrails
- **Surveillance or profiling:** Using AI Employees for unlawful surveillance, profiling, or discrimination
- **Resource abuse:** Excessive use of Services beyond fair and reasonable business use that degrades service quality for other clients

7.2 Fair Use Policy

STA reserves the right to establish reasonable usage limits for API calls, messages, interactions, and computing resources. If the Client's usage consistently exceeds fair and reasonable levels, STA will notify the Client and work collaboratively to address the situation, which may include upgrading to a higher service tier. STA reserves the right to throttle or limit excessive usage that materially impacts service performance for other clients.

7.3 Enforcement

Violations of this Acceptable Use Policy may result in graduated enforcement actions, including:

1. Written warning and request for corrective action
2. Temporary suspension of Services
3. Termination of Services without refund

STA reserves the right to bypass graduated enforcement and immediately suspend or terminate Services for severe violations that pose a risk of harm, illegality, or material damage.

8. Warranties and Disclaimers

8.1 Limited Warranty

STA warrants that it will provide the Services in a professional and workmanlike manner, consistent with generally accepted industry standards.

8.2 AS-IS Disclaimer

EXCEPT FOR THE LIMITED WARRANTY IN SECTION 8.1, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. STA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

8.3 No Guarantee of Results

STA does not guarantee any specific results, outcomes, revenue, leads, or performance metrics from the use of the Services. Performance outcomes depend on numerous factors outside STA’s control, including the quality of Client-provided data, market conditions, the Client’s business processes, and third-party platform performance.

8.4 Third-Party Service Disclaimer

The Services may rely on or integrate with Third-Party Services (including AI model providers, cloud platforms, CRM systems, and telephony services). STA does not control, endorse, or assume responsibility for Third-Party Services and is not liable for their performance, availability, accuracy, or security. Third-Party Service outages, API changes, or discontinuations may affect the Services, and STA shall not be liable for any resulting disruption.

9. AI and Automation Disclaimers

9.1 AI Output Accuracy

AI Employees generate responses and outputs using probabilistic models. AI-generated outputs may contain errors, inaccuracies, omissions, or biases. STA does not guarantee the accuracy, completeness, reliability, or suitability of any AI-generated output for any particular purpose.

9.2 Human Review Requirement

The Client is solely responsible for reviewing, verifying, and validating all AI-generated outputs before use in business operations, customer communications, decision-making, or any other context where accuracy is material. The Client should not rely on AI-generated outputs as a substitute for professional human judgment.

9.3 Not Professional Advice

AI-generated outputs do not constitute legal, financial, medical, tax, or other professional advice. The Client should consult qualified professionals for advice in these domains.

9.4 Probabilistic Nature of AI

AI models produce probabilistic outputs that may vary across identical inputs and may change as underlying models are updated by their providers. STA does not control the evolution of third-party AI models and cannot guarantee consistency of outputs over time.

9.5 AI Bias Disclosure

AI systems may reflect biases present in their training data. STA takes reasonable steps to mitigate bias in the configuration and deployment of AI Employees, but cannot eliminate all bias. The Client acknowledges this inherent limitation.

9.6 Third-Party AI Model Disclaimer

The Services may utilize third-party AI models (e.g., OpenAI, Anthropic, Google). STA does not own, control, or develop these underlying models. Changes, updates, or discontinuations by third-party AI providers may affect AI Employee performance, and STA shall not be liable for such changes. STA will use commercially reasonable efforts to adapt to material changes in third-party AI models.

9.7 Unsupported Use Cases

AI Employees are not designed or intended for use in the following contexts without additional safeguards and explicit written agreement:

- Autonomous medical diagnosis or treatment recommendations
- Safety-critical systems where failure could result in physical harm
- Fully automated legal decision-making
- Financial trading or investment decisions without human oversight
- Any context where applicable law requires human decision-making

10. Limitation of Liability

10.1 Aggregate Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STA'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY THE CLIENT TO STA DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10.2 Exclusion of Consequential Damages

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUE, LOST DATA, LOSS OF BUSINESS OR GOODWILL, COST OF SUBSTITUTE SERVICES, OR BUSINESS INTERRUPTION, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 Exceptions

The limitations in Sections 10.1 and 10.2 shall not apply to:

- Either party's indemnification obligations under Section 11
- Either party's breach of confidentiality obligations under Section 15
- Either party's willful misconduct or fraud
- The Client's payment obligations for Services rendered
- Liability that cannot be limited or excluded under applicable law

10.4 Basis of the Bargain

The Client acknowledges that STA has set its fees and entered into this Agreement in reliance upon the limitations of liability set forth herein, which allocate risk between the parties and form an essential basis of the bargain between them.

11. Indemnification

11.1 STA Indemnification of Client

STA shall defend, indemnify, and hold harmless the Client from and against any third-party claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from STA's allegation that the Services (excluding Client Data and Third-Party Services) infringe a valid U.S. intellectual property right of a third party, provided that this obligation shall not apply to the extent that the alleged infringement results from:

- Modifications made by the Client or a third party
- Combination of the Services with products or services not provided by STA
- Use of the Services outside the scope of this Agreement
- Client Data or content provided by the Client

11.2 Client Indemnification of STA

The Client shall defend, indemnify, and hold harmless STA and its officers, directors, employees, and agents from and against any third-party claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from:

- The Client's breach of this Agreement
- The Client's violation of applicable law or regulation
- Client Data or content provided by the Client, including any claim that Client Data infringes third-party rights
- The Client's misuse of the Services or violation of the Acceptable Use Policy
- Any claim arising from the Client's end-users' interactions with AI Employees

11.3 Indemnification Procedure

The indemnified party shall: (a) provide prompt written notice of the claim to the indemnifying party; (b) grant the indemnifying party sole control of the defense and settlement of the claim; and (c) provide reasonable cooperation and assistance at the indemnifying party's expense. The indemnifying party shall not settle any claim that imposes obligations on the indemnified party without the indemnified party's prior written consent.

11.4 IP Infringement Remedies

If the Services are found to infringe or STA reasonably believes they may infringe, STA may, at its sole option and expense: (a) obtain a license for the Client's continued use; (b) modify the Services to be non-infringing; (c) replace the Services with a functionally equivalent non-infringing alternative; or (d) if none of the foregoing are commercially feasible, terminate the affected Services and provide a pro-rata refund of prepaid fees for the terminated Services.

12. Dispute Resolution

12.1 Informal Resolution

Before initiating any formal dispute resolution proceedings, the parties agree to first attempt to resolve any dispute, claim, or controversy arising out of or relating to this Agreement (“Dispute”) through good-faith informal negotiation. The party raising the Dispute shall send a written notice describing the Dispute in reasonable detail to the other party. The parties shall have **sixty (60) days** from the date of such notice to attempt to resolve the Dispute informally.

12.2 Binding Arbitration

If a Dispute cannot be resolved through informal negotiation within the 60-day period, the Dispute shall be resolved through **binding arbitration** administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules. The arbitration shall be:

- Conducted before a single arbitrator
- Held in Austin, Texas, or conducted remotely via video conference at the mutual agreement of the parties
- Conducted in the English language
- Governed by the Federal Arbitration Act

The arbitrator’s decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

12.3 Class Action Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CLIENT AND STA AGREE THAT EACH PARTY MAY ONLY BRING CLAIMS AGAINST THE OTHER IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING.

12.4 Arbitration Opt-Out

The Client may opt out of the binding arbitration and class action waiver provisions of this Section 12 by sending written notice to STA at info@scaletroughautomation.io within **30 days** of first agreeing to these Terms. The notice must include the Client’s name, address, and a clear statement that the Client wishes to opt out of arbitration. If the Client opts out, Disputes will be resolved in the courts specified in Section 16.

12.5 Exceptions to Arbitration

Notwithstanding the foregoing, either party may: (a) bring qualifying claims in small claims court; or (b) seek injunctive or equitable relief in a court of competent jurisdiction to prevent or restrain infringement of intellectual property rights, breach of confidentiality, or violation of the Acceptable Use Policy.

12.6 Jury Trial Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT THAT IS NOT SUBJECT TO ARBITRATION.

13. Termination and Refunds

13.1 Termination for Convenience by Client

The Client may cancel their subscription at any time by providing written notice to STA via email at info@scalethroughautomation.io. Services will remain active until the end of the current paid billing period. No refunds will be issued for the remaining portion of a billing period after cancellation.

13.2 Termination for Convenience by STA

STA may terminate this Agreement for convenience by providing the Client with at least **30 days' advance written notice**. In the event of termination for convenience by STA, the Client will receive a pro-rata refund of any prepaid fees for the unused portion of the billing period.

13.3 Termination for Cause

Either party may terminate this Agreement immediately upon written notice if the other party:

- Commits a material breach of this Agreement and fails to cure such breach within **30 days** after receiving written notice specifying the breach
- Becomes insolvent, files for bankruptcy, or is subject to receivership or liquidation proceedings

STA may terminate immediately without a cure period for:

- Repeated payment failures (three or more within a 12-month period)
- Use of the Services for illegal or harmful purposes
- Refusal to provide operational access reasonably necessary for service delivery
- Material violation of the Acceptable Use Policy

13.4 Effect of Termination

Upon termination of this Agreement:

- STA will cease providing the Services and revoke access to all STA-provided tools and configurations.
- The Client will have a **30-day wind-down period** to export or retrieve any data, configurations, or materials from the Client Environment that were created or modified in connection with the Services.
- STA will delete or return all Client Data, access credentials, and setup information in STA's possession within 30 days of termination, subject to any legally required retention.
- All outstanding payment obligations for Services rendered prior to termination shall remain due and payable.

13.5 Refund on Termination

Scenario	Refund
Client terminates for convenience	No refund for the current billing period
STA terminates for convenience	Pro-rata refund of prepaid fees
Client terminates for STA's material breach	Pro-rata refund of prepaid fees
STA terminates for Client's breach	No refund

13.6 Survival

The following sections shall survive termination or expiration of this Agreement: Definitions (Section 1), Intellectual Property Rights (Section 4), Data Privacy and Security (Section 5), Warranties and Disclaimers (Section 8), AI and Automation Disclaimers (Section 9), Limitation of Liability (Section 10), Indemnification (Section 11), Dispute Resolution (Section 12), Confidentiality (Section 15), Governing Law (Section 16), and any accrued payment obligations.

14. Communications Consent

14.1 SMS/Text Messaging Consent

By providing your phone number and opting in to receive text messages, you consent to receive SMS/text messages from STA or its service providers. This consent is **not a condition of purchase**.

- **Message Types:** Appointment reminders, onboarding updates, service notifications, account alerts, and marketing messages (with separate opt-in).
- **Message Frequency:** Message frequency varies based on your account activity and communication preferences.
- **Message and Data Rates:** Standard message and data rates from your wireless carrier may apply.
- **Opt-Out:** You may opt out at any time by replying **STOP** to any message. Upon opt-out, you will receive a single confirmation message and no further texts will be sent.
- **Opt-Out Processing:** Opt-out requests will be processed within 10 business days.
- **Help:** For assistance, reply **HELP** to any message or contact us at info@scaletroughautomation.io or (817) 809-3820.
- **Age Requirement:** You must be 18 years of age or older to opt in to SMS communications.
- **Quiet Hours:** Marketing messages will not be sent before 8:00 AM or after 9:00 PM in the recipient's local time zone.
- **Carrier Disclaimer:** Wireless carriers are not liable for delayed or undelivered messages.

14.2 Email Communications

By providing your email address, you consent to receive transactional and service-related emails from STA (e.g., invoices, service updates, account notifications). You may separately opt in to receive marketing and promotional emails. You may unsubscribe from marketing emails at any time by clicking the "unsubscribe" link in any marketing email. Unsubscribe requests will be processed within **10 business days** in accordance with the CAN-SPAM Act. Unsubscribing from marketing emails will not affect transactional communications.

14.3 Consent Records

STA maintains records of when and how communication consent was obtained, including the exact consent language, timestamp, and contact details, in compliance with TCPA requirements.

15. Confidentiality

15.1 Confidential Information

“Confidential Information” means any non-public information disclosed by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) in connection with this Agreement, including but not limited to business plans, technology, financial information, customer data, trade secrets, and proprietary processes, whether disclosed orally, in writing, or electronically.

15.2 Obligations

The Receiving Party agrees to: (a) hold Confidential Information in strict confidence; (b) not disclose Confidential Information to any third party without the Disclosing Party’s prior written consent; (c) use Confidential Information solely for the purpose of performing obligations or exercising rights under this Agreement; and (d) protect Confidential Information with at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care.

15.3 Exceptions

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was known to the Receiving Party prior to disclosure without restriction; (c) is independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information; or (d) is rightfully obtained from a third party without restriction.

15.4 Compelled Disclosure

The Receiving Party may disclose Confidential Information to the extent required by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice (to the extent legally permitted) and reasonable assistance to seek a protective order.

16. Governing Law and Jurisdiction

16.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **State of Texas**, without regard to its conflict of laws principles. Where applicable, federal law of the United States shall also apply.

16.2 Exclusive Jurisdiction

For any Disputes not subject to binding arbitration under Section 12, the parties consent to the exclusive jurisdiction of the state and federal courts located in **Travis County, Texas**. Both parties waive any objection to the exercise of jurisdiction and venue in such courts.

16.3 International Users

Clients located outside the United States acknowledge and agree that: (a) this Agreement is governed by U.S. and Texas law; (b) they consent to the jurisdiction of U.S. courts as specified herein; and (c) they are solely responsible for compliance with their local laws to the extent applicable.

16.4 UN Convention Exclusion

The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) to this Agreement.

17. Modifications and Updates

17.1 Right to Modify

STA reserves the right to update, modify, or amend these Terms at any time. Material changes will be communicated to the Client at least **30 days** in advance via email to the Client's registered email address and/or by posting a notice within the Services.

17.2 Acceptance of Changes

Continued use of the Services following the effective date of any modifications constitutes the Client's acceptance of the updated Terms. If the Client does not agree to the updated Terms, the Client may terminate this Agreement in accordance with Section 13 before the changes take effect.

17.3 Version History

Each version of these Terms will be identified by a version number and effective date. Prior versions will be archived and available upon request for reference purposes.

18. Miscellaneous Provisions

18.1 Entire Agreement

This Agreement, together with any applicable SOW, DPA, Privacy Policy, and other documents expressly incorporated by reference, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations, or representations, whether written or oral.

18.2 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving its original intent.

18.3 Waiver

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that party's right to enforce such provision or any other provision in the future.

18.4 Assignment

The Client may not assign or transfer this Agreement or any rights hereunder without STA's prior written consent. STA may assign this Agreement in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets without the Client's consent. Any purported assignment in violation of this section is void.

18.5 Force Majeure

Neither party shall be liable for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemic, war, terrorism, government actions, power failures, internet outages, or third-party service disruptions. The affected party shall provide prompt notice and use reasonable efforts to mitigate the impact.

18.6 Non-Solicitation

During the term of this Agreement and for a period of twelve (12) months following termination, neither party shall, without the other party's prior written consent, directly solicit for employment any employee or contractor of the other party who was involved in the performance of the Services.

18.7 Notices

All legal notices under this Agreement shall be in writing and delivered by email with confirmation of receipt, or by certified mail, return receipt requested, to the addresses specified in this Agreement or as updated by written notice.

18.8 Independent Contractor

STA is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

18.9 Electronic Consent

By accepting these Terms electronically, you consent to receive all communications, agreements, and notices related to the Services electronically. You acknowledge that electronic agreements and notices have the same legal effect as physical documents under the ESIGN Act and UETA. You retain the right to receive communications in paper form and may withdraw your consent to electronic delivery by contacting us at the information provided in Section 19.

19. Contact Information

For questions, concerns, or requests related to these Terms, please contact us:

Scale Through Automation, LLC

111 East 17th Street
Austin, Texas 78701

Email: info@scalethroughautomation.io

Phone: (817) 809-3820

For privacy-related requests: info@scalethroughautomation.io (Subject line: "Privacy Request")

For dispute notices: info@scalethroughautomation.io (Subject line: "Dispute Notice")

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Disclaimer: These Terms and Conditions are provided for informational purposes and should be reviewed by qualified legal counsel before implementation. This document does not constitute legal advice.