#### **Terms and Conditions**

Effective Date: 6/3/2025 Last Updated: 8/12/2025

Welcome to That AI Guy LLC ("Company," "we," "our," or "us"). These Terms and Conditions ("Terms") govern your access to and use of our website, services, products, and content (collectively, the "Services").

By using our Services, you agree to these Terms. If you do not agree, you must not access or use our Services.

#### 1. Use of Services

- 1.1 **Eligibility** You must be at least 18 years old and have the legal capacity to enter into a binding agreement to use our Services.
- 1.2 **Account Responsibility** If you create an account, you are responsible for keeping your credentials confidential and for all activities under your account. Notify us immediately if you suspect unauthorized use.
- 1.3 Acceptable Use You agree not to:
  - Use our Services for unlawful purposes.
  - Reverse engineer, copy, or distribute our software without permission.
  - Upload harmful code, viruses, or malicious scripts.
  - Engage in any activity that could disrupt or impair the Services.

### 2. Intellectual Property

- 2.1 **Ownership** All content, materials, software, and branding within the Services are owned by or licensed to That Al Guy LLC and protected by intellectual property laws.
- 2.2 **License to You** We grant you a limited, non-exclusive, non-transferable license to access and use our Services for personal or business purposes, in compliance with these Terms.
- 2.3 **Restrictions** You may not use our intellectual property without written permission, except as expressly permitted in these Terms.

### 3. Payment & Billing

- 3.1 **Fees** Prices for our Services will be displayed before purchase. You agree to pay all charges in accordance with the payment terms provided.
- 3.2 **Refund Policy** Unless otherwise stated in writing, all sales are final. Certain services may have separate refund or cancellation terms.
- 3.3 **Late Payments** Failure to pay fees may result in suspension or termination of Services.

### 4. Disclaimers

- 4.1 **No Guarantee of Results** While we strive for accuracy and high-quality service, That AI Guy LLC does not guarantee specific outcomes from using our Services.
- 4.2 **"As-Is" Basis** All Services are provided on an "as-is" and "as-available" basis, without warranties of any kind, express or implied.
- 4.3 **Third-Party Links** Our Services may contain links to third-party websites. We are not responsible for their content or practices.

## 5. Limitation of Liability

To the fullest extent permitted by law, That AI Guy LLC and its affiliates will not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, data, or revenue, arising from or related to your use of our Services.

### 6. Indemnification

You agree to indemnify, defend, and hold harmless That AI Guy LLC, its affiliates, and its representatives from any claims, damages, liabilities, and expenses arising from:

- Your use of the Services.
- Your violation of these Terms.
- · Your infringement of any third-party rights.

### 7. Termination

We may suspend or terminate your access to the Services at any time, with or without cause, and without liability to you. Upon termination, all rights granted to you under these Terms will immediately cease.

# 8. Governing Law & Dispute Resolution

- 8.1 **Governing Law** These Terms are governed by the laws of the State of Indiana, without regard to its conflict of laws principles.
- 8.2 **Dispute Resolution** Any disputes will be resolved first through good-faith negotiations. If unresolved, disputes shall be submitted to binding arbitration in Indianapolis, IN.

# 9. Changes to Terms

We may update these Terms at any time. The updated version will be posted with a "Last Updated" date. Continued use of our Services after changes means you accept the revised Terms.

### 10. Contact Us

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

## **That AI Guy LLC**

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