

Artellify, LLC

Terms of Service

Effective Date: March 23rd, 2025

Thank you for visiting the Artellify, LLC website (the “Site”) and/or using our services (the “Services”). These Terms of Service (the “Terms”) govern your use of our Site and Services. By accessing or using our Site or Services, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, you must not use the Site or Services.

Artellify, LLC is a Massachusetts limited liability company, with its principal place of business at 1660 Soldiers Field Rd STE 7 #1121, Brighton, MA 02135. If you have any questions, please contact us at Legal@Artellify.com.

1. Definitions

- “We,” “us,” or “our” refers exclusively to Artellify, LLC and does not create any personal liability for its members, managers, or employees.
- “User,” “you,” or “your” refers to any individual or entity accessing or using our Site or Services.
- “Site” refers to the Artellify, LLC website(s), including all subdomains and related online interfaces.
- “Services” includes AI development, implementation, consulting, business process automation, and any related offerings by Artellify, LLC.

2. Services Provided

2.1 Nature of Services

Artellify, LLC engages in the development, implementation, and consulting of artificial intelligence technologies, business process automation, and related services. The specific scope, fees, timelines, and deliverables of any client engagement may be defined in additional service agreements.

2.2 Site vs. Services

- The Site primarily provides information about our company and offerings and may include educational or promotional content.
- The Services may be delivered online or offline and are subject to both these Terms and any other separate agreement you sign with us.
- Nothing in our Site or Services should be construed as legal advice; we encourage you to consult qualified counsel regarding any laws, regulations, or compliance obligations applicable to your specific business context.



2.3 No Proprietary AI

- Artellify, LLC does not own any proprietary AI platforms. Where we recommend or reference third-party AI tools, it is for informational or consultative purposes only, not an endorsement or guarantee of performance.

3. Acceptance of Terms and Changes

3.1 Acceptance

By accessing or using our Site or Services, you confirm that you accept and agree to abide by these Terms.

3.2 Changes to Terms

We reserve the right to modify these Terms at any time. When we do, we will revise the Effective Date at the top of this page. Your continued use of the Site or Services after any such changes indicates your acceptance of the updated Terms.

3.3 Changes to Services

We also reserve the right to modify, suspend, or discontinue (temporarily or permanently) all or part of our Site or Services at our sole discretion, with or without notice.

4. Use of the Site and Services

4.1 Permitted Use

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Site and Services for your internal business or personal use, strictly in accordance with these Terms. Artellify, LLC reserves all rights not expressly granted to you.

4.2 Prohibited Activities

When using our Site or Services, you agree not to:

- Violate any applicable state, national, or international law, regulation, or court order.
- Attempt to gain unauthorized access to any Artellify, LLC systems, networks, data, or otherwise breach or circumvent security measures.
- Distribute viruses, malware, or any other harmful code or engage in any activity that disrupts or interferes with the Site or Services.
- Infringe or violate the intellectual property rights of Artellify, LLC or any third party.

4.3 Accuracy of Information

We strive to keep our content accurate and current, but we make NO REPRESENTATIONS OR WARRANTIES—EXPRESS OR IMPLIED—regarding the completeness, reliability, suitability, or availability of any information provided. Reliance on any information from our Site or Services is at your own risk. You agree that any information you provide (e.g., during client registration or through a contact form) is true, accurate, current, and complete.



4.4 Informational Purposes Only

All information, content, and materials available on this website (the “Site”) are offered solely for general informational purposes. Accessing or using our Site alone (for example, reading blog posts, newsletters, or free materials) does not establish a professional or client relationship. A client relationship is only formed upon the execution of a written service agreement between you and Artellify, LLC.

5. Fees and Payment

5.1 Definition of “Free”

When Artellify, LLC describes any component of our Services as “Free,” it refers solely to services we provide at no charge. This does not extend to any external AI tools, software licenses, or third-party services recommended or utilized. Artellify, LLC will not reimburse or cover any expenses you incur from engaging such third parties.

5.2 Payment Obligations

By using the ‘Pay Now’ button on any invoices emailed to you, you agree to pay all amounts due, including applicable taxes and fees, as outlined in the associated invoice or payment request. Unless otherwise stated in writing or required by law, ALL SALES ARE FINAL AND NON-REFUNDABLE, and must be rendered in United States Dollars (USD).

5.3 Payment Terms

Invoices will be issued in accordance with the terms specified in your service agreement (e.g., monthly or upon milestone completion). Payment is due within fourteen (14) calendar days from the invoice date unless otherwise agreed in writing. Payments not received within this timeframe will accrue a late fee of 1% per month on the outstanding balance or the maximum rate permitted by law, whichever is lower until paid in full.

5.4 Third-Party Charges

Our fees are independent of and do not include any charges, fees, or costs that may be billed directly to you by AI solution providers or other third-party solution providers associated with the relevant products or services.

5.5 Disputes

Any disputes regarding invoiced amounts must be submitted in writing within seven (7) calendar days from the invoice date. Failure to dispute an invoice within this timeframe constitutes acceptance of the invoice as accurate and due in full.

5.6 Limitation of Liability

Payments are processed through third-party providers. We are not responsible for errors, breaches, or delays caused by these providers. To the fullest extent permitted by law, we shall not be liable for indirect, incidental, or consequential damages arising from payment system errors, unauthorized access, or delays in processing payments.



6. Intellectual Property

6.1 Ownership of Site and Content

All text, images, logos, designs, and other content (the “Content”) on the Site or provided as part of the Services are the exclusive property of Artellify, LLC or used with permission unless otherwise noted. You may not reproduce, distribute, or create derivative works from any Content without our prior written consent, except as otherwise permitted by law.

6.2 Trademarks

All trademarks, service marks, and logos used on the Site or as part of the Services are owned by Artellify, LLC or third parties, as noted. Nothing in these Terms grants you any right to use these trademarks without the owner’s written permission.

7. Services Terms & Disclaimers

7.1 Recommendations Disclaimer

We may provide recommendations regarding AI or automation tools, platforms, or related services. These do not constitute endorsements or guarantees of performance and are based on our professional judgment at the time of service. Artellify, LLC is dedicated to providing impartial recommendations that align with your perceived best interests.

7.2 Risks & Limitations

AI technologies are experimental and may rely on third-party tools. We do not guarantee their functionality, availability, or freedom from errors or biases. AI tools may experience fluctuations, downtime, or shutdowns. ARTELLIFY, LLC DISCLAIMS LIABILITY FOR ANY INACCURACIES, BIASES, OR UNEXPECTED OUTCOMES, as well as for direct, indirect, incidental, consequential, special, or punitive damages arising from your use—or inability to use—our AI tools, services, or third-party integrations.

7.3 Due Diligence

You agree to conduct your own research and due diligence before acting on any recommendations from Artellify, LLC. You are solely responsible for evaluating, ensuring compliance, and obtaining necessary permissions before implementing any solutions or having Artellify, LLC implement them on your behalf. ARTELLIFY, LLC ASSUMES NO LIABILITY FOR YOUR DECISIONS, OUTCOMES, OR REGULATORY COMPLIANCE.

7.4 Regulatory Compliance

If your industry is subject to specific regulations (e.g., healthcare, finance), you remain responsible for ensuring compliance with all applicable laws and standards, even when using AI solutions recommended or implemented by Artellify.

7.5 Meeting Transcription with Fireflies AI

We may use a third-party service called Fireflies AI (“Fireflies”) to record and transcribe virtual meetings. By participating in these meetings, you acknowledge and agree that



Fireflies may capture and store audio and text transcripts, which we may use to improve and deliver our Services. If you prefer not to utilize Fireflies in your meeting, please notify us in advance or at the start of the meeting so we can disable it. Since Fireflies is a third-party provider, its services are governed by its own Terms of Service and Privacy Policy. Artellify, LLC owns all content generated by Fireflies AI. We may provide summaries for your convenience; however, you acknowledge that such content is generated by AI and may contain inaccuracies for which we cannot be held liable. You may request the deletion of your recordings at any time, subject to any legal obligations requiring their retention.

7.6 External Services

Service changes, rate modifications, or shutdowns by third-party AI or automation providers are outside of our control. Artellify, LLC is not liable for any impacts these disruptions may have on your business or projects. Any warranties or guarantees offered by AI tool providers are independent of Artellify, LLC. We expressly disclaim responsibility for any issues arising from tools you integrate, license, or purchase from third parties.

8. Use of AI Assistant (Chatbot)

8.1 Prohibited Uses and Responsibility

You agree not to input sensitive, confidential, or personally identifiable information (e.g., financial data, medical records, passwords) or use the chatbot for illegal, abusive, or harmful purposes. You are solely responsible for the content of your interactions.

8.2 Accuracy and Risk

The chatbot strives for accuracy but may produce incomplete or incorrect responses. Reliance on its output is at your own risk.

8.3 Third-Party Dependency

The chatbot relies on third-party services, and we are not responsible for interruptions, inaccuracies, or unavailability caused by these providers. You agree to comply with any terms they set.

8.4 Data Usage

Conversations with the AI chatbot may be collected, summarized, or analyzed to improve the chatbot, our website, and related services. However, this data will not be used to identify you personally unless explicitly permitted by applicable law or with your consent.

8.5 Service and Liability Limits

THE CHATBOT IS PROVIDED “AS-IS” and may be modified or discontinued without notice. ARTELLIFY, LCC DISCLAIMS LIABILITY FOR ANY DAMAGES ARISING FROM ITS USE OR UNAVAILABILITY.



9. Disclaimer of Warranties

9.1 As-Is Basis

THE SITE, SERVICES, AND ALL CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND—EXPRESS OR IMPLIED.

9.2 No Guarantees

To the fullest extent permitted by law, ARTELLIFY, LLC DISCLAIMS ALL WARRANTIES, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, or accuracy of data. ARTELLIFY, LLC DOES NOT GUARANTEE SPECIFIC RESULTS OR OUTCOMES from the work provided.

9.3 Third-Party Tools

We may reference or link to third-party websites or tools, but we have no control over these entities. WE DISCLAIM ALL LIABILITY ARISING FROM YOUR USE OF THIRD-PARTY TOOLS.

10. Limitation of Liability

10.1 Exclusion of Damages

To the fullest extent permitted by law, ARTELLIFY, LLC SHALL NOT BE LIABLE for any direct, indirect, incidental, consequential, special, or punitive damages arising from or relating to your use of, or inability to use, the Site or Services. This includes, but is not limited to, damages for loss of profits, goodwill, data, or other intangible losses.

10.2 Scope of Limitation

These limitations apply even if we have been advised of the possibility of such damages. Some jurisdictions do not allow certain exclusions or limitations of liability, so the above may not apply to you in full. In that case, our liability will be limited to the maximum extent applicable law allows.

11. Indemnification

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS ARTELLIFY, LLC and its affiliates, officers, employees, contractors, and agents from and against any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable legal fees) arising out of or in connection with:

- Your use or misuse of the Site or Services.
- Your breach of these Terms.
- Your infringement of any intellectual property or other right of any person or entity.



12. Governing Law and Dispute Resolution

Massachusetts law (excluding conflicts-of-law principles) governs this Agreement. Any dispute arising from these Terms or related to the Artellify, LLC Site or Services shall first be attempted to be resolved through good faith negotiations. If unresolved, the dispute shall be submitted to binding arbitration administered by the American Arbitration Association (AAA) in Massachusetts under its Commercial Arbitration Rules. The arbitrator's decision shall be final and enforceable in any court of competent jurisdiction. If arbitration is unavailable or unenforceable, disputes shall be brought exclusively in the state or federal courts of Massachusetts.

13. Termination and Suspension

13.1 Termination by Artellify

WE MAY TERMINATE OR SUSPEND YOUR ACCESS TO THE SITE OR SERVICES IMMEDIATELY, WITHOUT PRIOR NOTICE OR LIABILITY, if we determine that you have breached any provision of these Terms or if we decide to discontinue the Site or Services.

13.2 Effect of Termination

Upon termination, your right to use the Site or Services ceases immediately. The following provisions survive termination: Intellectual Property, Disclaimer of Warranties, Limitation of Liability, Indemnification, Governing Law, and any other provisions intended to survive.

14. Privacy Policy

Your use of the Site and Services is also governed by our Privacy Policy, which is incorporated by reference into these Terms. Please review both documents carefully about your personal information and additional limitations.

If you have entered into a separate service agreement with us, the terms of that agreement will govern the specific services provided under it and will take precedence in the event of any conflict with these Terms.

15. Miscellaneous

15.1 Geographic Scope of Services

At this time, Artellify, LLC provides its Services exclusively to clients within the United States. We do not intentionally market, solicit, or offer our Services to individuals or entities outside the U.S., and any engagement with non-U.S. clients shall be considered incidental and not indicative of an intentional business presence in foreign jurisdictions.

15.2 No Waiver

The failure of Artellify, LLC to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.



15.3 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

15.4 Force Majeure

Artellify, LLC will not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including but not limited to natural disasters, terrorism, riots, embargoes, strikes, or disruptions of the internet.

15.5 Entire Agreement

These Terms (along with any separate written agreements relating to the Services, such as a service agreement) constitute the entire agreement between you and Artellify, LLC regarding your use of the Site and Services, superseding all prior or contemporaneous agreements, communications, and proposals (whether oral or written).

