#### Ryla Ventures LLC

#### **Terms of Service & Privacy Policy**

Effective: April 16, 2025

# **Terms of Service**

These Terms of Service govern your use of services provided by Ryla Ventures LLC and are applicable to all platforms, products, services, and websites operated by or on behalf of Ryla Ventures LLC, including all PrimeCollective websites (e.g. <a href="www.primecollective.ai">www.primecollective.ai</a>. and any other future websites under the PrimeCollective Brand).

# **Introduction and Acceptance**

Welcome to Ryla Ventures LLC. By accessing or using any part of our services, including any associated AI concierge service or AI sales presenter, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions, you may not access the Services. Please read these terms carefully. These Terms were last updated on April 16, 2025, and are effective immediately.

Use of our services is also governed by our Privacy Policy. By using our services, you acknowledge and agree to both.

# **User Responsibilities and Acceptable Use**

You agree to use our website in compliance with applicable laws and regulations. You must refrain from actions that infringe on others' rights, disrupt site operations, or compromise security.

### **Restrictions and Prohibited Uses**

You are prohibited from:

- Posting harmful, offensive, or inappropriate content.
- Attempting to gain unauthorized access to any account, data, or network.
- Engaging in activities designed to impair, disrupt, or damage our website or services.
- Using our services for any illegal purposes.
- Creating, distributing, or promoting sexually explicit material involving minors, or otherwise facilitating or promoting the exploitation or sexualization of children.
- Using our AI concierge to generate content that impersonates specific individuals without authorization.

- Using our AI concierge to create deceptive content designed to spread misinformation.
- Selling, reselling, renting, leasing, or redistributing our services without our prior written authorization.
- Attempting to reverse engineer, decompile, or otherwise attempt to extract the source code of our services.
- Automated excessive use of our services that may negatively impact other users.
- Using our services to compromise the privacy of others, including collecting or processing personal data without complying with applicable legal requirements.
- Using our services to engage in activities that may significantly impair the safety, wellbeing, or rights of others.
- Using our services to generate content that promotes violence, hatred, or the suffering of others.
- Circumventing, disabling, or otherwise interfering with security-related features of our services.
- Using our services to develop or distribute malware, spyware, or other harmful code.

### **Geographic Restrictions**

Our services are currently intended for use only by individuals and businesses located in the United States. By using our services, you represent and warrant that you are located within the United States and are not subject to any U.S. trade restrictions or export control laws. We do not warrant that our services are appropriate or available for use in other jurisdictions. If you access our services from outside the United States, you do so at your own risk and are responsible for compliance with local laws.

### **Account Creation and Management**

You are responsible for maintaining the confidentiality of your account details. Notify us immediately if you detect unauthorized access or use of your account.

### **Account Eligibility**

Our services are not available for use by children under the age of 18. By creating an account, you represent and warrant that you are at least 18 years of age. If we discover or have reason to believe a user is under 18, we reserve the right to terminate the account immediately.

### **Account Termination and Suspension**

We reserve the right to suspend or terminate your account and access to our services at our sole discretion for violation of these Terms or if we reasonably believe your use poses a risk to Ryla Ventures LLC or other users. In case of account suspension or termination:

- You will be notified via your registered email address
- You may lose access to all content and data associated with your account

- You may request a copy of your data within 30 days of termination, subject to our Data Retention Policy
- If you believe your account has been incorrectly suspended or terminated, you may submit an appeal by contacting us at support@rylaventures.com.

# **Ownership of Content and Intellectual Property**

#### **Service Ownership**

All intellectual property rights in the website, platform, and services belong exclusively to Ryla Ventures LLC. You are granted limited, revocable permission to access our services solely for personal use.

#### **User-Generated Content**

You retain ownership of the content you provide to our services, including your voice recordings, audio inputs, and text-based queries ("User Content"). By submitting User Content, you grant Ryla Ventures LLC a non-exclusive, worldwide, royalty-free license to store, process, analyze, and use this content to operate, maintain, and improve our services, subject to our Privacy Policy and applicable law.

This license allows us to:

- Transcribe, analyze, and store your voice inputs for service functionality
- Improve the accuracy, safety, and responsiveness of our AI systems
- Generate relevant responses and facilitate appropriate matches with service providers

We do not claim ownership of your original input. However, the content our AI systems generate in response to your input is owned by us or, in the case of business partnerships, governed by the ownership terms outlined in the applicable sections of this agreement.

You may request access to the personal data we hold about you, including any voice recordings or associated transcripts, subject to applicable privacy laws and verification requirements. We may require you to verify your identity before processing such requests, and we reserve the right to decline requests that are excessive, unfounded, or that could compromise the privacy or security of others.

Please review our Privacy Policy for more details on how we collect, use, and store your information.

### **Output Content Rights for End Users**

For end users (consumers) interacting with our AI concierge service:

• You own any output you rightfully receive from our AI concierge to the extent permitted by law

- We only use your inputs and outputs as necessary to provide our services, comply with applicable law, and enforce our policies
- We do not claim ownership of outputs generated for your personal use
- You may not commercially reproduce, sell, or distribute output content from our AI concierge

#### **Output Content Rights for Business Partners**

For business partners using our AI concierge service as part of their customer service offerings:

- Business partners do not own the content generated by the AI concierge
- Business partners are granted a license to use AI concierge outputs for their business purposes, including:
  - O Providing direct service to their customers
  - Creating knowledge bases, FAQs, and help documentation
  - O Training internal teams on customer support best practices
  - O Improving their products and services based on customer interactions
- Business partners may repurpose AI concierge outputs for marketing, sales, or other commercial purposes under the following conditions:
  - O The outputs have been reviewed for accuracy and appropriateness
  - The outputs are appropriately adapted for the intended purpose
  - O Attribution to our AI concierge service is provided where reasonable
  - O The repurposed content complies with all applicable laws and regulations
  - Such repurposing does not misrepresent our AI service capabilities
- Ryla Ventures LLC reserves the right to request modification or removal of repurposed AI
  outputs that we reasonably believe misrepresent our services or violate these Terms

### **Intellectual Property Rights for AI Sales Presenter Content**

All content created by our AI sales presenter, including sales pitches, presentations, and marketing materials, is owned by the partner companies who contract with us to use our AI sales presenter for their marketing or sales activities. Partners retain ownership only of content created for their brand by the AI Sales Presenter. All training rights granted to Ryla are non-transferable and do not confer any rights over brand-specific messaging to any third party.

Partner companies have full ownership rights to:

- All presentations and slides created using our AI technology
- Sales scripts and talking points generated for their products
- Custom responses created for their potential customers
- Any other content developed using our AI sales presenter for their specific sales or marketing campaigns

#### **Limited License for Training and Improvement**

While partner companies own the content generated by our AI sales presenter, you grant Ryla Ventures LLC a limited, non-exclusive license to use anonymized and de-identified versions of

AI-generated content for the purpose of improving our AI systems and services. This limited license is subject to the following restrictions:

- No Content Replication: We will not share or reuse your specific content, messaging, positioning, value propositions, or strategic selling points with other partners
- Structural Learning Only: Our AI training process focuses on improving general presentation structure, flow, and responsiveness—not on replicating unique content or industry-specific messaging
- Industry Segregation: When appropriate, we maintain separate training datasets for different industries to prevent cross-industry content contamination
- Competitive Separation: We implement technical safeguards to prevent your direct competitors from receiving AI-generated content that mirrors your unique selling propositions, even at a structural level
- Confidential Information Exclusion: We exclude any content containing confidential information, even in de-identified form, from our training data
- Transparency Upon Request: Upon written request, we will provide you with a general description of how we use training data and the safeguards we implement to protect your competitive positioning

This limited license does not permit us to share your specific content with other partners or use it in a way that would reveal your proprietary information or business strategies.

#### **Similar Content and Indemnification**

Due to the nature of AI technology, our systems may generate similar responses, templates, or structures for different partner companies, particularly for common sales scenarios or industry-standard presentations. Partner companies acknowledge that:

- We do not guarantee the uniqueness of AI-generated content structures or frameworks
- Similar presentation formats, argument structures, or sales approaches may be generated for different partners
- We make no representations regarding the novelty of the generated content's structure or format

Each partner company agrees to indemnify and hold Ryla Ventures LLC harmless from any claims arising from alleged similarities between content generated for them and content generated for other partners, except in cases where we have knowingly replicated proprietary content or specific unique materials from one partner to another.

### **Data Accuracy**

Artificial intelligence and machine learning are rapidly evolving fields of study. We are constantly working to improve our Services to make them more accurate, reliable, safe, and beneficial. Given the probabilistic nature of machine learning, use of our Services may, in some situations, result in Output that does not accurately reflect real people, places, or facts.

When you use our Services you understand and agree:

- Output may not always be accurate. You should not rely on Output from our Services as a sole source of truth or factual information, or as a substitute for professional advice.
- You must evaluate Output for accuracy and appropriateness for your use case, including using human review as appropriate, before using or sharing Output from the Services.
- You must not use any Output relating to a person for any purpose that could have a legal or material impact on that person, such as making credit, educational, employment, housing, insurance, legal, medical, or other important decisions about them.
- Our Services may provide incomplete, incorrect, or offensive Output that does not represent Ryla Ventures' views. If Output references any third party products or services, it doesn't mean the third party endorses or is affiliated with Ryla Ventures.
- Outputs may change over time, even in response to identical prompts, due to updates in the AI system.
- AI-generated content should not be solely relied upon without human verification, especially where outcomes could materially affect individuals or businesses.

#### AI Bias and Hallucination Disclaimer

In addition to general accuracy limitations, our AI systems may:

- Exhibit biases present in the data they were trained on, which could result in outputs that reflect societal biases related to race, gender, culture, religion, or other protected characteristics
- Generate "hallucinations" or fabricated information that appears factual but is not based on actual data
- Produce different responses to similar inputs due to the probabilistic nature of AI generation
- Misinterpret ambiguous requests or inputs

You acknowledge that you understand these AI-specific limitations and agree to exercise appropriate caution and human judgment when using our AI-generated outputs in decision-making processes. We continuously work to reduce bias and improve the accuracy of our systems, but we make no guarantees regarding the complete absence of bias or hallucinations in our AI outputs.

### **High-Stakes Application Disclaimer and Prohibited Uses**

Our AI services are designed for informational and general assistance purposes only. You expressly agree NOT to use our AI-generated outputs for:

- Medical Decisions: Diagnosing, treating, or managing health conditions, prescribing medications, or making clinical decisions. Our AI is not FDA-approved, clinically validated, or intended to replace healthcare professionals.
- Legal Decisions: Providing legal advice, drafting legally binding documents, interpreting laws, or replacing legal counsel. Our AI is not a licensed attorney and lacks jurisdiction-specific legal knowledge.
- Financial Decisions: Making investment decisions, financial planning, tax advice, lending decisions, or credit evaluations. Our AI is not a registered financial advisor and cannot provide personalized financial recommendations.

- Safety-Critical Applications: Any scenario where failure could result in physical harm, such as vehicle operation, industrial equipment control, security systems, or emergency response systems.
- Regulated Decision-Making: Any context subject to industry-specific regulations requiring human judgment, certification, or licensed professional oversight.
- Automated Decision Systems: Implementing automated systems that make consequential decisions about individuals without meaningful human review.

You agree to implement appropriate human oversight and verification processes when using our AI outputs in any context where incorrect information could potentially lead to harm. We reserve the right to terminate service to users who we determine are using our AI services in prohibited high-stakes applications. We disclaim all liability for any harm resulting from using our AI outputs in such contexts.

#### **Partner Data Accuracy**

For our AI sales presenter service:

- Partner companies are responsible for providing accurate, up-to-date information about their products, services, and offerings
- We do not independently verify the accuracy of information provided by partner companies
- Partner companies must promptly notify us of any changes to product information, pricing, availability, or other relevant details
- Partners are responsible for regularly reviewing AI-generated content for accuracy

#### **End User Data Accuracy**

For users of our services:

- You are responsible for the accuracy of any information you provide to our systems
- Providing false or misleading information may result in inaccurate or inappropriate responses
- You should review outputs generated by our AI systems before making decisions based on that information
- We recommend verifying critical information with authoritative sources when appropriate

### **Reporting and Correcting Inaccuracies**

If you identify inaccurate information in our AI systems, end users can report inaccuracies to our support team at support@rylaventures.com

### AI Usage Disclaimer

Do not share sensitive personal data, including but not limited to social security numbers, financial account information, medical records, or other confidential information, during interactions with our AI concierge.

Our AI concierge service provides general informational assistance solely for educational purposes and matching you with appropriate service providers or vendors. Our AI concierge does not provide professional legal, financial, or health advice. Always seek personalized counsel from licensed professionals for specific issues or advice.

#### **Voice and Text Interaction Methods**

Our AI systems may interact with users through various channels, including voice calls, text messages, and SMS communications, either initiated by the user or by our AI systems.

#### **Definition of "Call" and Voice Interactions**

For the purposes of these Terms of Service, a "call" or "voice interaction" refers to any real-time or recorded voice-based communication between a user and our AI systems, including but not limited to:

- Traditional telephone calls to or from a phone number
- Voice calls made through internet-based technologies (VoIP)
- Voice commands or interactions through our website or mobile application interfaces
- Voice messages sent to or received from our AI systems
- Any other form of audio communication where a user's voice is captured by our systems

All such voice interactions are subject to the recording, retention, and privacy terms outlined in this document, regardless of the specific technology or channel used to facilitate the communication.

#### **Receiving Interactions**

When our AI concierge or sales presenter receives communications:

- Incoming voice calls are answered by our AI system, which identifies itself as an AI assistant
- Text messages and SMS sent to our system are processed and responded to by our AI
- Users sending communications to our system consent to AI processing by initiating the interaction
- All incoming communications are subject to our standard data retention policies
- Users may end the interaction at any time by disconnecting the call or ending the text conversation

#### **AI-Initiated Interactions**

When our AI systems initiate contact with users:

- Our AI may place outbound calls to users who have provided prior consent
- Our AI may send text messages or SMS to users who have opted in to receive such communications
- All outbound communications clearly identify that they are coming from an AI system

- The purpose of the communication (customer service, sales follow-up, etc.) is stated at the beginning of the interaction
- Frequency of AI-initiated communications is limited to prevent unwanted contact
- Recipients can opt out of future AI-initiated communications at any time by following provided instructions
- Communications will only be sent during reasonable hours according to the recipient's time zone

#### **Consent for Automated Communications**

#### For AI-initiated communications:

- Express consent must be obtained before any outbound contact
- Consent may be obtained through website forms, verbal agreement during previous interactions, or other explicit means
- Records of consent are maintained in our system
- Users may revoke consent at any time
- Our system honors do-not-call requests and other communication preferences
- Partner companies who use our AI communication services must obtain and document proper consent from their customers before our system initiates contact

#### **Additional Terms for Text and SMS Communications**

#### For text-based communications:

- Standard message and data rates may apply according to the user's mobile service plan
- Message frequency varies based on the nature of the interaction
- Our system complies with telecommunication regulations, including those governing automated text messages
- The option to unsubscribe is provided in each message thread
- Keywords such as "STOP," "CANCEL," or "UNSUBSCRIBE" will terminate future communications
- Support contact information is provided in messages for users who need assistance

By engaging with our AI systems through these communication channels, you acknowledge and agree to these terms governing the interaction.

# **Call Recording and Monitoring**

When you interact with our AI systems via any voice-based communication method (as defined in the "Definition of 'Call' and Voice Interactions" section):

- All voice interactions may be recorded for quality assurance, training, and service improvement
- Voice recordings are subject to the same security and privacy protections as other voice data
- Voice recordings may be analyzed by our AI systems to improve service quality

- By default, voice recordings may also be reviewed by authorized human reviewers for quality assurance and training purposes
- Users are notified at the beginning of each voice interaction that the interaction is with an AI system and that the interaction may be recorded
- By proceeding with the voice interaction after receiving this disclosure, you consent to these terms
- If you do not consent to voice recording or AI interaction, you may end the session at any time.
- Voice recordings are retained for up to 12 months after your last interaction with us, unless you request earlier deletion
- We recommend displaying a consent notification for all web-based interactions that involve audio or voice data recording

#### **Human Review Opt-Out**

We respect your privacy preferences regarding your voice data:

- You may opt out of human review of your call recordings and voice interactions at any time
- To opt out, you can:
  - Contact customer support at privacy@rylaventures.com
- Opting out will not affect the AI functionality or quality of service you receive
- Even when you opt out of human review, your voice data will still be processed by our AI systems
- Your opt-out preference will remain in effect until you choose to change it
- You may opt back in to human review at any time through the same methods

Our call recording practices comply with applicable federal and state laws governing telephone communications and recording consent. Different jurisdictions have varying requirements for consent to record calls (one-party vs. two-party consent). Our system is designed to obtain proper consent regardless of your location.

### **Telecommunications Compliance**

Our AI communication systems comply with applicable telecommunications regulations, including:

- The Telephone Consumer Protection Act (TCPA)
- The CAN-SPAM Act
- Federal Communications Commission (FCC) rules
- Federal Trade Commission (FTC) regulations
- State-specific communication and privacy laws

We maintain do-not-call lists and honor opt-out requests across all communication channels. Partner companies using our AI communication systems are contractually required to comply with these regulations and to provide truthful and non-deceptive information to recipients.

# Voice Data Processing

Our AI concierge primarily operates through voice interactions. When you use our voice-based services:

- Voice recordings may be processed by our systems and third-party services (including OpenAI and ElevenLabs)
- Voice data may be analyzed to improve service quality and accuracy
- You may opt out of having your voice data used for training and improvement purposes
- Voice interactions are securely stored with industry-standard encryption

#### **Voice Consent Management**

By using our voice-based services, you explicitly consent to the collection, processing, and storage of your voice data as described in this policy. Specifically:

- When you initiate a voice interaction with our AI concierge, this constitutes consent for that specific interaction
- For web-based interactions, you will see a consent notice before voice recording begins
- For phone-based interactions, you will hear a verbal disclosure that the call may be recorded and processed by AI systems
- You can withdraw consent at any time by ending the interaction or requesting deletion of your data.
- Your continued use of the service after receiving this notice confirms your consent to voice recording and processing as outlined in these Terms

We provide clear indicators when voice recording is active, such as visual cues in our interface or verbal confirmations. You can review your voice interaction history and manage consent preferences through your account settings or by contacting our privacy team.

# **AI Safety and Content Moderation**

We employ both automated and human review systems to ensure our AI concierge is used safely and appropriately:

- Automated filters screen for prohibited content and potentially harmful requests
- Our team may review flagged interactions to improve safety systems
- We actively prevent our AI technology from being used to create misleading or harmful content
- We continuously update our safety measures to address emerging risks

#### **AI Sales Presenter**

Our platform includes an AI sales presenter feature that companies may utilize for marketing and sales activities:

#### AI Disclosure

The AI sales presenter is an automated system powered by artificial intelligence technology. It is designed to engage with potential customers, provide product information, and assist in sales

processes through voice or text interactions. Users interacting with our AI sales presenter should be aware they are communicating with an artificial intelligence system and not a human representative.

#### **Partner Disclosure Requirements**

Partner companies who use our AI sales presenter must:

- Clearly disclose to end users that they are interacting with an AI system
- Include a prominent notice on all landing pages, promotional materials, and at the beginning of AI interactions
- Not misrepresent the AI as a human representative

Failure to properly disclose AI usage may result in suspension or termination of access to our AI sales presenter service.

#### **Liability Limitations for Sales Representations**

The AI sales presenter may provide information about products, services, or offerings on behalf of our partner companies. However:

- The AI sales presenter has no authority to make binding commitments, warranties, or guarantees
- Any quotes, timelines, or product specifications provided are for informational purposes only
- Final terms require explicit confirmation from authorized human representatives
- We are not liable for any misunderstandings, misinterpretations, or discrepancies between information provided by the AI sales presenter and official company positions

#### **Use Restrictions for Sales Activities**

The AI sales presenter is prohibited from being used to:

- Make false, deceptive, or misleading claims about products or services
- Circumvent consumer protection laws or regulations
- Engage in high-pressure or manipulative sales tactics
- Target vulnerable populations with inappropriate offerings
- Collect sensitive personal information without proper consent and safeguards
- Make unauthorized claims about competitor products or services

#### **Training and Improvement**

We may use conversations with the AI sales presenter for training and improving our system. When doing so, we will remove information that identifies users or is otherwise sensitive in nature.

### **Partner Company Liability and Indemnification**

Ryla Ventures LLC is not liable for the activities of our partner companies who use our AI sales presenter for their marketing or sales activities. Partner companies are solely responsible for:

- The accuracy of product and service information provided to our system
- Compliance with applicable laws and regulations governing their sales and marketing activities
- Any representations, warranties, or guarantees made about their products or services
- Fulfillment of any sales or contracts initiated through interactions with our AI sales presenter

Partner companies agree to indemnify and hold harmless Ryla Ventures LLC from any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from:

- Inaccurate or incomplete information provided to our AI sales presenter
- Violations of applicable laws or regulations in their use of our AI sales presenter
- Any products or services marketed or sold using our AI sales presenter
- Any alleged misrepresentations or errors in content presented by the AI based on partnerprovided information

In cases where errors occur due to the AI system interpreting or presenting partner-provided information incorrectly, liability will be determined based on the nature of the error. Partner companies remain responsible for reviewing and approving AI presentation materials and for providing accurate information to our system.

### **Confidentiality for Business Partners**

#### **Confidential Information**

In the course of using our services, business partners and Ryla Ventures LLC may exchange confidential information. "Confidential Information" includes, but is not limited to:

- Pricing structures and financial arrangements
- Business strategies and marketing plans
- Technical specifications and custom implementations
- Customer lists and prospect information
- Proprietary algorithms and training methodologies
- Any information marked as "confidential" or that would reasonably be understood to be confidential

### **Confidentiality Obligations**

Each party agrees to:

- Maintain the confidentiality of the other party's Confidential Information with at least the same degree of care it uses to protect its own confidential information
- Not disclose Confidential Information to any third party without prior written consent
- Use Confidential Information solely for the purpose of performing obligations under these Terms

- Restrict access to Confidential Information to employees, contractors, and agents who need to know such information and who are bound by similar confidentiality obligations
- Return or destroy all Confidential Information upon termination of the business relationship or upon request

#### **Exceptions**

The confidentiality obligations do not apply to information that:

- Is or becomes publicly available through no fault of the receiving party
- Was rightfully known to the receiving party prior to receipt from the disclosing party
- Is rightfully obtained by the receiving party from a third party without restriction
- Is independently developed by the receiving party without use of the disclosing party's Confidential Information
- Is required to be disclosed by law or governmental order (provided the receiving party gives prompt notice to the disclosing party)

### **Data Security Measures**

We implement stringent technical and organizational measures to protect your data:

- Data encryption both in transit and at rest
- Secure access controls and authentication procedures
- Regular security audits and vulnerability assessments
- Network monitoring and intrusion detection systems
- Periodic security updates to all systems
- Staff training on data protection and security practices

We maintain a comprehensive information security program designed to:

- Protect our services and your data against accidental or unlawful loss, access, or disclosure
- Identify and mitigate reasonably foreseeable internal and external security risks
- Implement appropriate technical and organizational safeguards
- Regularly test and evaluate the effectiveness of our security measures

### **Security Breach Liability Disclaimer**

While we employ industry-standard security practices, no system is completely secure. We do not guarantee absolute security and are not responsible for unauthorized access beyond our reasonable control.

# **Third-Party Services**

Our services integrate with the following third-party providers:

- OpenAI (AI processing)
- ElevenLabs (voice synthesis)

- Twilio (communication services)
- Web hosting and storage providers

Your use of our services indicates consent to the sharing of necessary data with these providers. Each third-party's use of your information is governed by their respective privacy policies and terms of service.

# **Data Retention Policy**

We retain different categories of data for set durations, depending on the purpose and legal requirements:

- Account information: For the duration of your account plus 2 years after termination
- Voice recordings and conversations with our AI concierge: Up to 12 months after your last interaction with us, unless you request earlier deletion
- Payment information: As required by applicable financial regulations
- Usage analytics: 3 years from collection

You may request deletion of your data at any time, subject to legal retention requirements. To request data deletion, contact us at privacy@rylaventures.com.

# **Future Transaction Capabilities**

#### **Current Limitations**

Our AI systems, including the AI concierge and AI sales presenter, are not currently authorized to execute financial transactions, enter into binding contracts, or make commitments on behalf of any party. The AI systems are limited to providing information, responding to inquiries, and facilitating communication between parties.

### **Potential Future Capabilities**

If in the future we enhance our AI systems to facilitate or execute transactions (such as processing payments, scheduling appointments, or completing purchases), we will:

- Update these Terms of Service with specific provisions governing such functionality
- Seek express consent from users before enabling transaction capabilities
- Implement appropriate security measures for financial transactions
- Provide clear disclosures about the AI system's role in any transaction
- Establish clear processes for dispute resolution related to transactions

#### **Partner Integration Responsibilities**

If partner companies integrate our AI systems with their own transaction processing systems (e.g., Shopify, Stripe, payment processors, booking systems):

- Partners are solely responsible for the security and proper functioning of their transaction systems
- Partners must obtain all necessary consents from end users before processing transactions
- Partners must comply with all applicable financial regulations and data security standards
- We make no representations or warranties regarding the compatibility or performance of third-party transaction systems
- We are not liable for any errors, issues, or damages arising from such integrations

# **DMCA & Copyright Takedown Policy**

Ryla Ventures LLC respects the intellectual property rights of others and complies with the Digital Millennium Copyright Act ("DMCA"). We will respond promptly to notices of alleged copyright infringement that comply with applicable law.

#### **DMCA Notice Requirements**

If you believe that material or content residing on or accessible through our services infringes a copyright, please send a notice of copyright infringement containing the following information to our designated copyright agent listed below:

- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed
- Identification of the copyrighted works claimed to have been infringed
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and email address
- 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
- 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

#### **Counter-Notice Procedures**

If you believe that material you posted on the Service was removed or access to it was disabled by mistake or misidentification, you may file a counter-notice with us by submitting written notification to our copyright agent. The counter-notice must include:

- Your physical or electronic signature
- 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 access disabled
- 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
- Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the federal court for the judicial district in which the address is located,

and that you will accept service of process from the person who provided notification of the alleged infringement

#### **Designated Copyright Agent**

Our designated copyright agent to receive DMCA notices and counter-notices is: Copyright Agent Ryla Ventures LLC Email: copyright@rylaventures.com

#### **Repeat Infringer Policy**

In accordance with the DMCA and other applicable law, we have adopted a policy of terminating, in appropriate circumstances and at our sole discretion, users who are deemed to be repeat infringers. We may also at our sole discretion limit access to the Service and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

# **Jurisdictional Compliance**

Our services are intended solely for users located in the United States, and we comply with applicable U.S. privacy and consumer protection laws, including:

#### CCPA/CPRA (California)

For California residents, we comply with the California Consumer Privacy Act (CCPA) as amended by the California Privacy Rights Act (CPRA). Under California law:

#### **California Consumer Rights:**

- Right to know what personal information is collected
- Right to know if personal information is sold or disclosed and to whom
- Right to say no to the sale of personal information
- Right to access your personal information
- Right to delete personal information
- Right to correct inaccurate personal information
- Right to limit use and disclosure of sensitive personal information
- Right to non-discrimination for exercising your rights

Categories of Information: We disclose the categories of personal information we collect, the purposes for collection, and your rights in our Privacy Policy.

Do Not Sell My Personal Information: We do not sell personal information as defined under California law. If our practices change, we will update this policy and provide a mechanism to opt out.

#### **Other Jurisdictions**

We do not offer or market our services outside the United States and do not intentionally collect data from users located in other jurisdictions.

### **Force Majeure**

Neither party shall be liable for any failure of or delay in the performance of these Terms for the period that such failure or delay:

- Is beyond the reasonable control of the party affected
- Could not have been prevented or avoided by the affected party taking reasonable precautions
- Cannot reasonably be circumvented by the affected party

Force majeure events include, but are not limited to:

- Acts of God (such as hurricanes, earthquakes, floods, fires)
- Epidemics or pandemics
- War, terrorist attacks, riots, or civil unrest
- Government actions or restrictions
- Internet service provider failures or delays
- Widespread power outages
- Extraordinary systems failures
- DDoS or similar attacks

The party affected by such an event shall notify the other party as soon as practicable. During the force majeure event, the affected party's obligations under these Terms will be temporarily suspended. The affected party will:

- Take reasonable steps to minimize the impact of the force majeure event
- Resume performance as soon as reasonably possible
- Keep the other party informed of progress in resolving the situation

If a force majeure event continues for more than 90 consecutive days, either party may terminate their relationship by providing written notice to the other party.

### **Changes to Services**

We may modify, suspend, or discontinue any portion of the Services at any time, with or without notice, and without liability to you.

# Severability

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole. Any such provision shall be deleted without affecting the remaining provisions herein, or shall be modified to the minimum extent necessary to make it valid and enforceable, as determined at our sole discretion.

### Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms without such consent will be null and of no effect. We may assign or transfer these Terms, at our sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

# **Integration/Entire Agreement**

These Terms constitute the entire agreement between you and Ryla Ventures LLC regarding your use of our services. They supersede and replace any prior agreements, oral or written, between you and Ryla Ventures LLC regarding the subject matter hereof. Any additional terms you may have with partner companies or other third parties related to our services do not modify these Terms unless expressly agreed to in writing by Ryla Ventures LLC.

#### **Survival Clause**

All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

### **Disclaimers and Limitations of Liability**

Our website and services are provided "as is" without warranties of any kind. To the fullest extent permitted by law, in no event shall Ryla Ventures LLC, its officers, employees, or affiliates be liable for any indirect, incidental, special, or consequential damages, even if advised of the possibility of such damages. We are not responsible for direct, indirect, incidental, or consequential damages arising from your use or inability to use our services.

### **Indemnification**

You agree to indemnify and hold harmless Ryla Ventures LLC from any claims, liabilities, damages, losses, or expenses arising from your use or misuse of our website or services.

### **Dispute Resolution**

#### **Step 1: Informal Resolution**

In the event of any dispute, claim, or controversy arising out of or relating to these Terms or the use of our services, the parties shall first attempt to resolve the dispute informally. Either party may initiate this process by providing written notice to the other party, describing the dispute and

proposed resolution. Within 30 days of such notice, representatives from both parties shall meet (in person or virtually) to attempt to resolve the dispute.

#### **Step 2: Mediation**

If the dispute cannot be resolved through informal negotiations, the parties agree to participate in non-binding mediation before a mutually acceptable mediator. The mediation shall take place in Virginia or remotely by mutual agreement. The costs of mediation shall be shared equally by the parties.

#### **Step 3: Arbitration**

If mediation does not resolve the dispute within 60 days after the mediation session, either party may initiate binding arbitration. The arbitration shall be conducted by a single arbitrator in accordance with the rules of the American Arbitration Association, and shall take place in Virginia. The arbitrator shall have the power to grant any remedy available under applicable law. The arbitrator's decision shall be final and binding on the parties.

#### **Exceptions to Arbitration**

Notwithstanding the foregoing, either party may seek immediate injunctive relief in any court of competent jurisdiction for:

- Unauthorized use or disclosure of Confidential Information
- Violation or infringement of intellectual property rights
- Any matter that would cause irreparable harm for which there is no adequate remedy at law

#### **Class Action Waiver**

All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's claims. Both parties acknowledge that each is waiving the right to participate in a class action.

### **Arbitration Opt-Out Provision**

For individual users (not business partners or enterprise customers):

- You have the right to opt out of the arbitration and class action waiver provisions within 30 days of first accepting these Terms
- To opt out, you must send written notice to arbitration-optout@rylaventures.com with the subject line "Arbitration Opt-Out" and include your name and email address associated with your account
- If you opt out of these arbitration provisions, Ryla Ventures LLC also opts out, and you and Ryla Ventures LLC can proceed in court for covered disputes

- Your opt-out will apply only to the specific account identified in your opt-out notice
- Opting out will not affect any other provisions of these Terms

#### **Special Provisions for Regulated Users**

If you are using our services as part of a regulated activity or on behalf of individuals in protected categories (such as students, patients, or other regulated groups), these arbitration provisions and class action waivers may not apply to claims related to those regulated activities. In such cases, disputes will be resolved according to applicable law for the relevant regulated activity.

#### **Modifications to Terms**

We reserve the right to modify these Terms of Service periodically. Your continued use of the website after updates indicates your acceptance of the revised terms. We will notify you of significant changes via email or through our website at least 30 days before they take effect.

### **Governing Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any disputes shall be resolved within the competent courts of the Commonwealth of Virginia.

### **Service-Specific Terms**

Different aspects of our services may be subject to additional specific terms beyond these general Terms of Service. By using any specific service or feature, you agree to be bound by the applicable service-specific terms in addition to these general Terms.

### **AI Concierge Service Terms**

Specific terms in this document related to our AI concierge service, including AI Usage Disclaimer, Voice Data Processing, AI Safety and Content Moderation, and Data Retention Policy, govern your use of our AI concierge service.

#### AI Sales Presenter Terms

Specific terms in this document related to our AI sales presenter, including AI Disclosure, Liability Limitations for Sales Representations, Use Restrictions for Sales Activities, Intellectual Property Rights for AI-Generated Content, Training and Improvement, and Partner Company Liability, govern your use of our AI sales presenter service.

#### **Future Services**

As we develop new services and features, additional service-specific terms may be added. We will notify you of any new service-specific terms when you first access or use the new service or feature.

#### **Contact Information**

We are committed to transparency and welcome any questions or feedback about these Terms or our Privacy Policy.

- For questions regarding these Terms, contact us at info@rylaventures.com.
- For privacy inquiries: privacy@rylaventures.com
- For copyright matters: copyright@rylaventures.com
- For support requests: support@rylaventures.com

# **Privacy Policy**

### **Introduction and Purpose**

At Ryla Ventures LLC, we are committed to safeguarding your privacy. This policy outlines our practices regarding the collection, use, and disclosure of your personal information. This Privacy Policy was last updated on April 16, 2025, and is effective immediately.

#### **Definitions**

For the purposes of this Privacy Policy:

- "Voice Interaction" or "Call" refers to any real-time or recorded voice-based communication between a user and our AI systems, including but not limited to traditional telephone calls, VoIP calls, voice commands through our website or mobile application interfaces, voice messages, and any other form of audio communication where a user's voice is captured by our systems.
- "Personal Information" refers to any information that identifies or can be used to identify you, directly or indirectly.
- "Services" refers to our AI concierge service, AI sales presenter, and any other products or services we offer.

### **Types of Information Collected**

We may collect:

- Personal information: name, contact details, demographic data.
- Interaction data: usage patterns, preferences, feedback, and communications.
- Information provided during voice interactions with our AI concierge service.
- Audio recordings and transcripts of conversations with our AI concierge.

- Device information: IP address, browser type, operating system, and other technical identifiers.
- Cookies and similar tracking technologies.

#### **How Information is Collected**

Information is collected directly from user submissions, interactions during voice or text communication, automated interactions, cookies, and other tracking technologies. Voice interactions may be recorded, transcribed, and processed by our AI systems and, with your consent, by human reviewers for quality assurance purposes.

#### **How Information is Used**

Your information is used to:

- Provide and enhance our services.
- Communicate with you and respond to inquiries.
- Ensure website security and functionality.
- Improve and personalize the user experience with our AI concierge service.
- Detect and prevent fraudulent or unauthorized usage.
- Analyze usage patterns to optimize our services.
- Comply with legal obligations.

We will only use your data as necessary to provide you with the Services, comply with applicable law, and enforce our policies. We limit access to your data to authorized personnel who require access for specific purposes related to providing our services.

### **Sharing of Information**

Your personal information will be shared with third parties in the following situations:

- With your explicit consent.
- When legally required or necessary for protecting our rights.
- With trusted third-party providers, such as OpenAI, ElevenLabs, and Twilio, to facilitate AI processing, enhance our services, and improve user interactions.

We do not sell or rent your personal information to third parties for marketing purposes. All third-party providers that process your data are bound by contractual obligations to keep personal information confidential and secure and must implement adequate data protection safeguards.

### **Data Retention**

We retain different categories of data for set durations, depending on the purpose and legal requirements:

• Account information: For the duration of your account plus 2 years after termination

- Voice recordings and conversations with our AI concierge: Up to 12 months after your last interaction with us, unless you request earlier deletion
- Payment information: As required by applicable financial regulations
- Usage analytics: 3 years from collection

You may request deletion of your data at any time, subject to legal retention requirements. To request data deletion, contact us at privacy@rylaventures.com.

### Geographic Limitations and International Use

Our services are intended solely for individuals and businesses located in the United States. We do not knowingly collect, use, or store personal information from individuals located outside the United States. If you are located outside the U.S., please do not use our services.

We do not offer international data transfer mechanisms, and we do not target users in jurisdictions outside the United States. If we become aware that we have inadvertently collected personal information from a non-U.S. user, we will delete such data promptly.

### **Cookies and Tracking Technologies**

Cookies are employed to enhance site functionality, user experience, and analytics. You may manage your cookie preferences through browser settings. We use the following types of cookies:

- Essential cookies: Required for basic site functionality
- Functional cookies: Remember your preferences and settings
- Analytics cookies: Help us understand how visitors interact with our site
- Marketing cookies: Used to deliver relevant advertisements (if applicable)

### **Data Security Measures**

We implement stringent technical and organizational measures to protect your data:

- Data encryption both in transit and at rest
- Secure access controls and authentication procedures
- Regular security audits and vulnerability assessments
- Network monitoring and intrusion detection systems
- Periodic security updates to all systems
- Staff training on data protection and security practices

We maintain a comprehensive information security program designed to:

- Protect our services and your data against accidental or unlawful loss, access, or disclosure
- Identify and mitigate reasonably foreseeable internal and external security risks
- Implement appropriate technical and organizational safeguards
- Regularly test and evaluate the effectiveness of our security measures

### **Security Breach Notification**

In the event of a data breach that may compromise your personal information, we will:

- Notify affected users within 72 hours of discovery
- Provide information about the nature of the breach
- Offer guidance on protecting yourself from potential harm
- Inform relevant regulatory authorities as required by law

### **User Rights**

Under applicable privacy laws (including CCPA/CPRA), you may request:

- Access to your personal data
- Correction of inaccurate data
- Deletion of your personal data
- Restriction of processing
- Data portability
- Objection to processing
- Withdrawal of consent

To exercise these rights, contact us at privacy@rylaventures.com. We will respond to all requests within 30 days.

### **User Choices and Opt-Out Options**

You may opt out of:

- Marketing communications
- Human review of voice recordings
- Usage of your data for training our AI systems
- Cookies (except essential cookies)

To manage these preferences, you can:

- Use the preference settings in your account
- Follow the unsubscribe instructions in marketing emails
- Contact us directly at privacy@rylaventures.com

# **Voice Data Processing and Human Review**

Our AI concierge primarily operates through voice interactions. When you use our voice-based services:

- Voice recordings may be processed by our AI systems
- By default, voice recordings may also be reviewed by authorized human reviewers for quality assurance and training purposes

- You can opt out of human review at any time (see Human Review Opt-Out in the Terms of Service)
- You may request deletion of your voice data at any time

### **Children's Privacy**

Our services are not directed to or intended for use by children under the age of 18. We do not knowingly collect personal information from children under 18. If we discover we have collected personal information from a child under 18, we will promptly delete such information. If you believe we might have information from or about a child under 18, please contact us at privacy@rylaventures.com.

# **Changes to this Privacy Policy**

We reserve the right to update our Privacy Policy. Any significant changes will be communicated via the website and/or email at least 30 days before they take effect. We encourage you to review this policy periodically.

# **Governing Law and Jurisdiction**

This Privacy Policy shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any disputes shall be resolved within the competent courts of the Commonwealth of Virginia, subject to any overriding jurisdictional requirements under applicable privacy laws.

### **Contact Information for Privacy Matters**

For privacy inquiries, please contact us at: Email: privacy@rylaventures.com

# **Do Not Sell or Share My Personal Information**

# Your Privacy Rights Under California Law

Under the California Consumer Privacy Act (CCPA), as amended by the California Privacy Rights Act (CPRA), California residents have the right to opt out of the "sale" or "sharing" of their personal information.

The law defines "selling" and "sharing" broadly — including the disclosure of your personal information to a third party in exchange for anything of value, even if no money changes hands.

# **How Ryla Ventures Uses Your Information**

Ryla Ventures LLC operates services that help connect users with relevant service providers and vendors. In some cases, we may receive compensation from a service provider after introducing a user to them. While we do not sell personal information in the traditional sense (e.g., selling email lists to marketers), some compensated referrals may fall under the broad definitions of 'sale' or 'sharing' under California law.

### **Your Rights**

As a California resident, you have the right to:

- Opt out of the sale or sharing of your personal information
- Request details about what personal information we collect and how it is used
- Request deletion or correction of your personal information

# **How to Opt Out**

You can opt out at any time by:

 Emailing us directly at privacy@rylaventures.com with the subject line: "Do Not Sell or Share My Info"

We will process your request within 15 business days and will honor your opt-out preference going forward.

### **Additional Notes**

We do not knowingly sell or share the personal information of individuals under the age of 18.