Terms of Service — Slocat Group Products and Services

Last updated: October 24, 2026

These Terms of Service ("Terms") govern your purchase and use of the software products, applications, and services offered by **Slocat Group, LLC** ("Slocat Group," "Slocat," "we," "us," or "our") through slocatgroup.com and its subdomains (the "Site"), and of the services we provide to clients under an order, invoice, proposal, or statement of work. This includes **Riley** and **Slocat Bingo**, and client services such as website design, builds, and hosting; AI assistants and agents; managed services; and custom work. Each product we offer (together with any future product) is a "Product," each service we provide is a "Service," and together they are the "Offerings."

By creating an account, purchasing or ordering an Offering, accepting a proposal or invoice, or using an Offering, you agree to these Terms. If you are entering into these Terms on behalf of a company or other organization, you represent that you have authority to bind that entity, and "you" refers to that entity. If you do not agree, do not purchase or use the Offerings.

These Terms incorporate by reference our general Site Terms and Privacy Policy. Where these Terms conflict with the general Site Terms as to an Offering, these Terms control.

1. About Slocat Group

Slocat Group, LLC is a North Carolina limited liability company located at 3939 Ayscough Rd, Charlotte, NC 28211. We build and sell AI-powered software products and tools, and provide related services, for small and medium businesses and their customers. Our services include website design, builds, and hosting; AI assistants and agents; managed services; and custom work.

2. Definitions

- **"Product"** — any software application we make available for purchase or use through the Site, including Riley (an AI assistant/agent product) and Slocat Bingo (an event-bingo product), and any future product.
- **"Service"** — any service we provide to you, whether through the Site or under an order, invoice, proposal, or statement of work, including website design, builds, and hosting; AI assistants and agents (including their setup, integration, configuration, and training); managed services (such as monitoring, maintenance, and support); and custom work.
- **"Offering"** — a Product or a Service.
- **"Subscription"** — an Offering billed on a recurring basis (e.g., monthly or annually).
- **"Order"** — your purchase of, or agreement with us for, an Offering, whether by checkout, order, invoice, or accepted proposal, and whether one-time or Subscription.
- **"Content"** — any data, text, prompts, files, or materials you submit to, or generate through, a Product, or provide to us in connection with a Service.
- **"AI Output"** — text, audio, images, recommendations, or other material an Offering generates in response to your inputs.

3. Eligibility and Accounts

You must be at least 18 years old (or the age of majority in your jurisdiction) and able to form a binding contract to purchase an Offering. Some Offerings require an account. You are responsible for the information you provide, for

keeping your credentials secure, and for all activity under your account. Notify us promptly at info@slocatgroup.com of any unauthorized use. You are responsible for the acts and omissions of anyone you allow to use your account.

4. The Products and Services

We grant you a limited, non-exclusive, non-transferable, revocable right to access and use the Products you have purchased, for your own business or personal use, in accordance with these Terms and any plan limits described at the point of sale. The Products are licensed, not sold. We provide each Service you order as described in your Order. We may add, change, or discontinue Offerings or features; where a change materially reduces a paid Subscription's core functionality, §5 (cancellation) and §17 (notice of changes) apply.

Offering descriptions, plan tiers, and pricing on the Site, and the scope, deliverables, fees, and schedule stated in an Order, are part of these Terms for the Offering you purchase. Specific Offerings may carry additional terms presented at purchase or stated in the Order (such as a proposal or statement of work); those additional terms are incorporated here for that Offering.

5. Purchases, Subscriptions, and Payments

Payment processor. Payments are processed by our third-party payment processor, Stripe, or by another method stated on your invoice (such as check or bank transfer). When you pay through Stripe, you agree to Stripe's terms and authorize us and Stripe to charge your payment method for all amounts due. We do not store full card numbers.

Pricing and taxes. Prices are stated in U.S. dollars and are exclusive of taxes unless stated. You are responsible for any applicable sales, use, VAT, or similar taxes; we may collect and remit these where required.

One-time purchases. For an Offering sold as a one-time purchase, you pay the stated price at checkout for the access, license, or Service described at the point of sale.

Invoiced Services. Fees for a Service are stated in your Order (for example, an invoice, proposal, or statement of work) and are payable as stated there.

Subscriptions and auto-renewal. Subscriptions are billed in advance on a recurring cycle (e.g., monthly or annually). Your Subscription automatically renews at the then-current price for successive periods until you cancel. By subscribing, you authorize recurring charges to your payment method. We will disclose the renewal cadence and price at checkout, and — where required by law — send renewal reminders.

Cancellation. You may cancel a Subscription at any time from your account or by emailing info@slocatgroup.com. Cancellation stops future renewals; it takes effect at the end of the current paid period, and you retain access until then.

Price changes. We may change Subscription pricing on renewal by giving you advance notice; the new price applies to the next cycle unless you cancel before it begins.

Refunds. All sales are final. Fees for one-time purchases and for Subscriptions — including any multi-month prepaid or introductory term (for example, a prepaid multi-month plan) — are non-refundable, and we do not provide refunds or credits for partially used periods, unused time, or events or features you did not use. You may cancel a Subscription at any time to stop future renewals as described above, and you retain access through the end of the current paid period. Statutory refund rights that cannot be waived under applicable law are unaffected. Where an Order for a Service states its own deposit, milestone, or refund terms, those terms apply to that Order.

Failed payments. If a charge fails, we may suspend or terminate access to the paid Offering until payment is resolved.

6. Acceptable Use and Restrictions

You agree not to, and not to permit any third party to:

- copy, modify, distribute, sell, sublicense, rent, or create derivative works from a Product except as expressly permitted;
- reverse engineer, decompile, or attempt to extract source code or underlying models, except where such restriction is prohibited by law;
- circumvent, disable, or interfere with security, usage limits, rate limits, or authentication;
- use an Offering to build or train a competing product or service;
- use automated means to scrape, overload, or attack an Offering or the Site;
- upload malware, or submit Content you do not have the rights to submit;
- use an Offering in violation of any applicable law, or to infringe others' intellectual-property or privacy rights;
- resell or provide a Product to third parties except as expressly authorized in writing.

We may suspend or terminate access for violations, and cooperate with law enforcement where required.

7. AI-Powered Offerings, Output, and Human Oversight

Certain Offerings (including Riley, and AI assistants and agents we build, configure, or manage for you) use artificial intelligence to generate AI Output. You acknowledge and agree that:

- **AI Output can be inaccurate, incomplete, or inappropriate.** It is generated probabilistically and may not reflect current facts. You are responsible for reviewing AI Output before relying on or acting on it.
- **No professional advice.** AI Output is not legal, financial, medical, tax, or other professional advice, and does not create any professional relationship.
- **Human oversight required.** You must not use an Offering to make, without appropriate human review, decisions or take actions that have a legal or similarly significant effect on a person (for example, employment, credit, housing, healthcare, or legal decisions).
- **Prohibited AI uses.** You may not use AI-powered Offerings to deceive or defraud; to generate unlawful, harassing, or abusive content; to impersonate a person without disclosure where required; for biometric categorization, social scoring, or untargeted scraping of facial images; or for any use restricted by applicable AI law.
- **Your responsibility for outputs you publish.** As between you and us, you are responsible for how you use, publish, or distribute AI Output.

Where an Offering sends messages on your behalf (e.g., SMS or email), you are responsible for having any required consent and for compliance with messaging laws (TCPA, CAN-SPAM, and similar).

Agent actions and your authorization. Certain Offerings (including Riley, and AI agents we build, configure, or manage for you) can act agentically — that is, take actions on your behalf in systems you connect, such as sending emails or messages, creating or editing calendar events, contacting third parties, or initiating purchases, payments, or other commitments. You acknowledge and agree that:

- **You authorize these actions.** By enabling a capability, connecting an account, or granting a permission, you authorize the Offering to take the corresponding actions as your agent, under your direction and authority. As between you and us, actions the Offering takes within the scope you enable are your actions and your responsibility.
- **You control the scope.** You are responsible for configuring the Offering's permissions, connected accounts, spending or approval limits, and other guardrails, and for reviewing and monitoring the actions it takes. We recommend appropriate human review before enabling autonomous actions that have financial, legal, or similarly significant effects.
- **You are responsible for commitments and charges.** You are responsible for any messages sent, obligations incurred, purchases made, or funds spent through actions you authorized the Offering to take on your behalf, including any third-party fees or charges those actions incur.
- **Third-party compliance and consent.** You are responsible for having any authorization, consent, or legal basis required for actions the Offering takes with or toward third parties (for example, contacting your customers), and for compliance with applicable law.
- **Our role.** We provide the tools and controls; we do not independently verify or supervise the individual actions your configured agent takes. To the fullest extent permitted by law, we are not liable for the outcomes of actions the Offering takes within the scope you authorized.

8. Your Content and Data

You retain ownership of your Content. You grant Slocat Group a limited license to host, process, transmit, and display your Content as needed to operate and support the Offerings, and to generate AI Output for you. We do not use your Content to train foundation models, and we do not share your Content with AI providers for use in training their models. We handle personal data as described in our Privacy Policy. You are responsible for having the rights and any required consents for the Content you submit. We may remove Content that violates these Terms or the law.

9. Third-Party Services

The Offerings rely on third-party services — including Stripe (payments), AI/language-model providers, messaging providers (e.g., Twilio), and hosting/infrastructure providers. Your use may be subject to those providers' terms, and we are not responsible for third-party services outside our control. Offerings may also let you connect third-party accounts or link to third-party sites; those integrations are governed by the third party's terms.

10. Intellectual Property

The Products, the Site, and all related software, models, designs, text, graphics, and logos are owned by Slocat Group, LLC or its licensors and are protected by law. Except for the limited rights granted here, we reserve all rights. Slocat™ and the Slocat logo are trademarks of Slocat Group, LLC. If you send us feedback or suggestions, we may use them without restriction or obligation to you.

Work we make for you. Once you have paid for it in full, you own what we make specifically for you under an Order (for example, your website's design and content). We keep our own software, Products, templates, and tools, including any we use in that work, and you may use them as part of that work.

11. Service Availability, Updates, and Support

We aim to keep the Offerings available but do not guarantee uninterrupted or error-free operation. We may perform maintenance, and may update, patch, or modify the Offerings (including for security or to improve them) at any time. Support, where offered, is described at the point of sale, in your Order, or on the Site. We may suspend an Offering to address a security risk, legal requirement, or your breach.

12. Term and Termination

These Terms apply while you use an Offering or hold an account. You may stop using the Offerings and close your account at any time. We may suspend or terminate your access if you breach these Terms, if required by law, or if we discontinue an Offering. On termination, your license to any Product ends and you must stop using the Offering; sections that by their nature should survive (including §§5, 6, 10, 13–16, 18) survive. We will make commercially reasonable efforts to let you export your Content for a limited period after termination where feasible.

13. Disclaimers

THE OFFERINGS AND ALL AI OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. To the fullest extent permitted by law, Slocat Group and its members, affiliates, and vendors disclaim all warranties, express, implied, or statutory, including merchantability, fitness for a particular purpose, non-infringement, accuracy, and quiet enjoyment. We do not warrant that the Offerings will be uninterrupted, timely, secure, error-free, or that AI Output will be accurate or fit for your purpose. Some jurisdictions do not allow certain exclusions, so some may not apply to you.

14. Limitation of Liability

To the fullest extent permitted by law, Slocat Group, LLC and its members, affiliates, and vendors will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, revenue, data, or goodwill, arising from or related to the Offerings or AI Output, even if advised of the possibility. Our total aggregate liability for any claim relating to an Offering will not exceed the greater of (a) the amounts you paid us for that Offering in the twelve (12) months before the event giving rise to the claim, or (b) one hundred U.S. dollars ($100). Some jurisdictions do not allow certain limitations, so some may not apply to you.

15. Indemnification

You agree to indemnify and hold harmless Slocat Group, LLC and its members from any claim, loss, liability, or expense (including reasonable attorneys' fees) arising from your Content, your use of the Offerings, your violation of these Terms, or your violation of any law or third-party right.

16. Governing Law and Disputes

These Terms are governed by the laws of the State of North Carolina, without regard to conflict-of-law rules.

Any dispute will be resolved exclusively in the state or federal courts located in Mecklenburg County, North Carolina, and you consent to their personal jurisdiction.

17. Changes to These Terms

We may update these Terms from time to time. The "Last updated" date reflects the current version. For material changes affecting a paid Subscription, we will provide reasonable notice (e.g., by email or in-Product). Continued use

of an Offering after changes take effect means you accept the updated Terms; if you do not agree, stop using the Offering and cancel.

18. Miscellaneous

These Terms, plus any additional terms for an Offering (including those in your Order) and the incorporated Site Terms and Privacy Policy, are the entire agreement between you and Slocat Group regarding the Offerings. If an Order conflicts with these Terms, the Order controls as to its scope, fees, schedule, and any refund terms it states; these Terms control in all other respects. If any provision is unenforceable, the rest remain in effect. Our failure to enforce a provision is not a waiver. You may not assign these Terms without our consent; we may assign them in connection with a merger, acquisition, or sale of assets. Nothing here creates a partnership, agency, or employment relationship. We are not liable for delays or failures caused by events beyond our reasonable control (force majeure). You must comply with all applicable export-control laws.

19. Contact

Questions about these Terms? Email info@slocatgroup.com or write to Slocat Group, LLC, 3939 Ayscough Rd, Charlotte, NC 28211.

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