

# **INTROVIA TERMS OF SERVICE AGREEMENT**

*B2B Outbound Automation Platform*

**Last Updated: February 2025**

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## ACCEPTANCE OF TERMS

These Terms of Service ("Terms," "Agreement") govern your access to and use of the Introvia outbound automation services, software, technology infrastructure, and related materials (collectively, the "Service"), which are provided by Rood Solar, Inc., a Delaware corporation ("Introvia," "Company," "we," "our," or "us").

**By accessing or using the Service, creating an account, or permitting others to access or use the Service on your behalf, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Service.**

## 1. DEFINITIONS

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

**"Authorized Users"** means individuals that Client designates and permits to use the Service under Client's account.

**"Campaign"** includes all messaging, outreach, targeting, and execution activities provided through the Service.

**"Client"** means the business customer who purchases, subscribes to, or uses the Service.

**"Client Data"** refers to any information, content, or data submitted, transmitted, uploaded, or processed by or on behalf of Client through the Service.

**"Leads"** refer to contact information, business profiles, or prospect data generated, acquired, or processed through the Service.

**"Service"** means the Introvia B2B outbound automation platform, including all software, technology, infrastructure, and related services provided by Company.

## 2. SERVICE DESCRIPTION AND SCOPE

### 2.1 Service Components

Introvia provides a comprehensive B2B outbound execution system consisting of the following components:

- Automated lead sourcing, enrichment, and qualification
- AI-driven outreach creation and conversational follow-ups
- Domain and email deliverability infrastructure
- Inbox management and meeting scheduling automation
- Performance tracking, analytics, and campaign optimization

### 2.2 Service Availability and Modifications

All Service features and functions are subject to ongoing development and may be modified, enhanced, or discontinued at any time without prior notice. Company reserves the right to update, change, or discontinue any aspect of the Service to improve functionality, security, or compliance.

### **3. ELIGIBILITY AND CLIENT RESPONSIBILITIES**

#### **3.1 Business Use Only**

The Service is intended solely for legitimate business-to-business (B2B) sales engagement and commercial communications. Client represents, warrants, and covenants that:

- All outreach targets are businesses, business entities, or business-affiliated individuals acting in their professional capacity
- Client is a legitimate business entity and is not using the Service for personal, consumer, or non-commercial purposes
- Client operates in compliance with all applicable business licensing and registration requirements

#### **3.2 Legal Compliance**

Client and its Authorized Users shall comply with all applicable federal, state, local, and international laws and regulations, including without limitation:

- Commercial email regulations (including CAN-SPAM Act, CASL, and similar laws)
- Data protection and privacy laws (including applicable state privacy laws)
- Advertising, marketing, and business communication regulations
- Securities laws and regulations (if applicable to Client's business)
- Anti-spam, telemarketing, and do-not-contact list requirements

#### **3.3 Prohibited Uses and Industries**

Client agrees not to use the Service for any unlawful, harmful, or prohibited purpose, including:

- Adult entertainment, gambling, weapons, extremist content, or illegal activities
- Political campaigns, lobbying, or advocacy (except for legitimate B2B software/services)
- Misrepresentation of identity, business affiliation, or credentials
- Targeting minors, consumers, or private individuals for commercial solicitation
- Multi-level marketing, pyramid schemes, or similar business models

*Company reserves the right to deny, suspend, or revoke access to any entity, industry vertical, geographic region, or business model at its sole discretion.*

### **4. SUBSCRIPTION, BILLING, AND PAYMENT TERMS**

#### **4.1 Subscription Model**

The Service is offered under monthly recurring subscription plans. Key terms include:

- Subscription fees are due and payable in advance of each billing period
- Subscriptions automatically renew for successive billing periods unless terminated
- Client authorizes Company to charge the designated payment method at each renewal
- All fees are stated and charged in U.S. Dollars unless otherwise specified

#### **4.2 Payment Processing and Late Payments**

Client is responsible for providing current, complete, and accurate payment information. Company may suspend Service access immediately upon payment failure, non-payment, or if payment disputes are initiated. Late payments may incur additional fees and interest charges as permitted by applicable law.

#### **4.3 No Refunds Policy**

**ALL FEES ARE NON-REFUNDABLE.** This includes, but is not limited to, situations involving:

- Lack of usage, participation, or engagement with the Service
- Campaign delays, modifications, or performance below expectations
- Termination or suspension by Company due to Client breach of these Terms
- Changes in Client's business circumstances, strategy, or requirements

#### **4.4 Pricing Changes**

Company reserves the right to modify subscription pricing for future billing cycles. Price changes will be communicated to Client with at least thirty (30) days advance notice via email or through the Service interface.

### **5. INTELLECTUAL PROPERTY AND DATA OWNERSHIP**

#### **5.1 Company Proprietary Rights**

The Service, including all software, technology, algorithms, infrastructure, know-how, and intellectual property embodied therein, is and shall remain the exclusive property of Company and its licensors. Client acquires no ownership rights in the Service or any technology provided hereunder.

#### **5.2 Generated Content and Campaign Assets**

All Leads, conversation data, messaging content, domain infrastructure, reporting data, and campaign-generated assets:

- Are the exclusive property of Company
- Are licensed to Client solely for internal business use during the active subscription period
- May be revoked and rendered inaccessible upon termination or suspension of the subscription
- May not be exported, redistributed, or used for competitive purposes

#### **5.3 Client Data Rights**

Client retains ownership of Client Data that Client directly provides to the Service. However, Client grants Company a broad license to use, process, store, and analyze such data as necessary to provide the Service and improve Company's technology and offerings.

## **6. ACCEPTABLE USE POLICY**

Client and its Authorized Users shall not engage in any of the following prohibited activities:

- Interfere with, disrupt, or compromise Service operation, security, or performance
- Share, transfer, or provide unauthorized access to login credentials or account information
- Transmit harmful, defamatory, misleading, fraudulent, or unlawful content through the Service
- Introduce malware, viruses, or other malicious code into the Service infrastructure
- Use automated data extraction tools, scrapers, or bots to access Service data
- Reverse engineer, decompile, or attempt to discover the source code of the Service
- Impersonate Company, its employees, or represent unauthorized affiliations

*Company may immediately suspend or terminate access if Client's actions threaten system integrity, Company's reputation, legal compliance, or the interests of other clients.*

## **7. ARTIFICIAL INTELLIGENCE USE AND CONTENT DISCLAIMERS**

### **7.1 AI-Generated Content Acknowledgment**

Client expressly acknowledges and agrees that:

- Campaign messaging, responses, and communications are autonomously generated using artificial intelligence technology
- Content accuracy, appropriateness, tone, or strategic effectiveness is not manually reviewed or approved by Company personnel
- AI-generated content may contain factual inaccuracies, contextual errors, or unintended interpretations (commonly referred to as "hallucinations")
- All communications sent through the Service are deemed to be sent on behalf of and with the authorization of Client

### **7.2 Client Responsibility for AI Content**

Client assumes full and exclusive responsibility for all AI-generated communications, including any consequences, responses, or outcomes resulting therefrom. Company disclaims all liability for:

- Factual inaccuracies or misleading statements in AI-generated content
- Objectionable, inappropriate, or offensive content generated by AI systems
- Business relationships, reputation, or commercial consequences arising from automated communications
- Legal, regulatory, or compliance issues resulting from AI-generated messaging

## **8. DATA HANDLING, PRIVACY, AND SECURITY**

### **8.1 Data Collection and Processing**

Company may collect, store, process, and analyze business contact information, firmographic data, campaign performance metrics, CRM-integrated fields, and related business intelligence as necessary to deliver the Service and optimize platform performance.

## **8.2 Client Data Representations**

Client represents and warrants that all data provided to or accessed through the Service:

- Has been lawfully obtained in compliance with applicable data protection laws
- Does not violate third-party privacy rights, contractual obligations, or legal restrictions
- Is limited to legitimate business contact information for B2B purposes

## **8.3 Data Use Authorization**

Company may use aggregated, anonymized, or de-identified data derived from Service usage to enhance platform functionality, develop new features, conduct research and development, and improve overall service quality.

# **9. SUSPENSION AND TERMINATION**

## **9.1 Termination by Client**

Client may terminate this Agreement at any time by providing thirty (30) days written notice to Company. Termination will be effective at the end of the current billing period. No refunds will be provided for any unused portion of the subscription period.

## **9.2 Termination by Company**

Company may suspend or terminate Client's access immediately and without prior notice if:

- Client fails to pay required fees or charges when due
- Spam complaints or deliverability issues exceed acceptable industry thresholds
- Client's campaigns pose risks to email deliverability, legal compliance, or Company reputation
- Client materially breaches any provision of these Terms
- Client operates in or transitions to prohibited industries or business models

## **9.3 Effects of Termination**

Upon termination or suspension: (a) all Service access will cease immediately, (b) no refunds or credits will be provided, (c) Client will lose access to all campaign data, leads, and generated content, and (d) Company may delete Client data after a reasonable period. Termination does not relieve Client of payment obligations for services already provided.

# **10. CONFIDENTIALITY**

Each party acknowledges that it may have access to confidential and proprietary information of the other party. Each party agrees to maintain in confidence all non-public information received from the other party and to use such information solely for the purpose of fulfilling its obligations under this Agreement. This confidentiality obligation shall survive termination of this Agreement for a period of three (3) years.

## **11. WARRANTIES AND DISCLAIMERS**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF:**

- **MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**
- **ACCURACY, RELIABILITY, OR COMPLETENESS OF RESULTS**
- **NON-INFRINGEMENT OF THIRD-PARTY RIGHTS**
- **CONTINUOUS, UNINTERRUPTED AVAILABILITY OF THE SERVICE**

**THE SERVICE IS PROVIDED STRICTLY ON AN "AS-IS" AND "AS-AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND.**

## **12. LIMITATION OF LIABILITY**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:**

- **COMPANY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICE SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO COMPANY IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY**
- **COMPANY SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES**
- **CLIENT WAIVES ALL CLAIMS FOR LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITIES**

*These limitations apply regardless of legal theory, whether in contract, tort, negligence, or otherwise, and even if Company has been advised of the possibility of such damages. Some jurisdictions do not allow broad liability limitations; in such cases, these limitations apply to the maximum extent permitted by law.*

## **13. INDEMNIFICATION**

Client shall indemnify, defend, and hold harmless Company and its officers, directors, employees, affiliates, contractors, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees), and penalties arising from or relating to:

- Client's use or misuse of the Service
- AI-generated content, automated communications, or campaign activities
- Violation of applicable laws, regulations, or third-party rights
- Client Data provided to or processed through the Service
- Breach of Client's representations, warranties, or obligations under this Agreement

*This indemnification obligation shall survive termination of this Agreement.*

## **14. DISPUTE RESOLUTION**

### **14.1 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict-of-law principles.

### **14.2 Tiered Dispute Resolution Process**

Any dispute, claim, or controversy arising out of or relating to this Agreement or the Service shall be resolved through the following tiered process:

#### **Step 1: Direct Negotiation**

The parties shall first attempt to resolve the dispute through good faith direct negotiation for a period of thirty (30) days following written notice of the dispute.

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

If direct negotiation fails, the parties shall participate in non-binding mediation administered by a mutually agreed upon mediator or mediation service in Delaware for a period not to exceed sixty (60) days.

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

If mediation is unsuccessful, any remaining dispute shall be resolved exclusively through binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules in Delaware.

### **14.3 Arbitration Procedures and Limitations**

- Arbitration shall be conducted by a single arbitrator selected in accordance with AAA rules
- Class actions, collective actions, and representative proceedings are prohibited
- Each party waives the right to trial by jury for all disputes
- The arbitrator's decision shall be final and binding upon the parties
- Each party shall bear its own costs and fees, unless the arbitrator determines otherwise

## **15. FORCE MAJEURE**

Company shall not be liable for any delay, interruption, or failure in performance due to causes beyond its reasonable control, including but not limited to: natural disasters, acts of government, war, terrorism, labor disputes, internet or telecommunications outages, cyberattacks, supplier failures, pandemics, or changes in applicable law or regulation.

## **16. MODIFICATION OF TERMS**

Company reserves the right to update, modify, or revise these Terms at any time by posting the revised Terms on Company's website or providing notice through the Service interface. Material changes will be communicated to Client with at least thirty (30) days advance notice. Continued use of the Service following notice of changes constitutes acceptance of the updated Terms.



## **17. GENERAL PROVISIONS**

### **17.1 Entire Agreement**

These Terms constitute the complete and exclusive agreement between the parties regarding the subject matter herein and supersede all prior negotiations, discussions, proposals, and agreements relating to such subject matter.

### **17.2 Severability**

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

### **17.3 Waiver**

No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. No waiver shall be binding unless executed in writing by the party making the waiver.

### **17.4 Assignment**

Client may not assign or transfer this Agreement without Company's prior written consent. Company may assign this Agreement in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

## **18. CONTACT INFORMATION**

For questions regarding these Terms or the Service, please contact:

**Rood Solar, Inc.**

131 Continental Dr, Suite 305

Newark, DE 19713, USA

**Email: [support@introvia.ai](mailto:support@introvia.ai)**

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**\*\*\* END OF TERMS OF SERVICE AGREEMENT \*\*\***

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