

Scout AI // Terms of Service

Black Box Alchemist LLC // Last Updated: May 2, 2026

1. Acceptance of Terms

By purchasing, accessing, or using Scout AI ("Service"), you ("Client") agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, do not purchase or use the Service. These Terms constitute a binding agreement between Client and Black Box Alchemist LLC ("Company"), a Wyoming limited liability company.

2. Description of Service

Scout AI is an artificial intelligence platform designed to assist HVAC companies in operating their business. The Service includes the following core functions:

- 24/7 AI Receptionist: a dedicated phone line for answering and routing inbound calls
- Field Technician Support: on-demand AI assistance for technicians while on-site
- Quoting and Invoicing: automated quote generation, invoice delivery, follow-up, and payment collection
- Warranty Registration: streamlined warranty processing and documentation
- General AI Business Assistant: ongoing operational support across day-to-day business tasks
- Custom Operator Dashboard: personalized business metrics and reporting

3. Eligibility

The Service is available only to HVAC companies operating within the United States. By using the Service, Client represents that it is a lawfully operating business entity within the United States.

4. Billing and Payment

The Service is billed on a quarterly (90-day), semi-annual (180-day), or annual (365-day) basis, as selected by Client at the time of purchase. Payment is due at the start of each billing period. All payments are processed through Whop and charged to the credit card on file. Pricing is as quoted at the time of purchase and is subject to change upon renewal with 30 days written notice.

5. Custom Development Services

Any functionality requested by Client that falls outside the core functions defined in Section 2 is considered a custom project. Custom projects are available through Company's development team on an a la carte basis and will be quoted per project or billed at Company's development hourly rate, depending on scope. Custom projects are scoped, quoted, and agreed upon separately and are not covered under the standard Service fee or the Performance Guarantee in Section 8. Custom project fees are non-refundable once work has commenced.

6. Service Deployment and Onboarding

Upon receipt of payment, Company will deploy the Service within seven (7) business days. The first thirty (30) days following deployment constitute the onboarding period, during which the Service operates under supervised guardrails. Client acknowledges that during this period, the Service requires training, testing, and refinement to achieve optimal performance for Client's specific business operations.

7. Cancellation Policy

Cancellation requests must be submitted in writing to arthur@blackboxalchemist.com at least thirty (30) days prior to the next billing date. Cancellations received less than thirty (30) days before the next billing date will take effect at the end of the then-current billing period, and Client will not be charged for any subsequent period. There are no cancellation fees.

8. Performance Guarantee and Refund Policy

During the initial ninety (90) day period, if the Service fails to materially perform the core functions outlined in Section 2, as mutually determined by both Company and Client, Client is entitled to a full refund for that period. Refund requests must be submitted in writing before the end of the applicable billing period. The following do not constitute grounds for a refund:

- Client's failure to use the Service or engage with the onboarding process
- Expectations for functionality outside the scope of the core functions defined in Section 2
- Temporary service interruptions covered under Section 13 (Force Majeure)
- Edge cases or minor errors during the onboarding period that Company resolves through normal support

After the initial ninety (90) day period, no refunds are issued for services rendered. Client may cancel the Service per Section 7.

9. Right to Cure

In the event that Client identifies a material deficiency in the Service, Company shall have fifteen (15) days from receipt of written notice to cure such deficiency before any termination or refund right may be exercised. This cure period ensures Company has a reasonable opportunity to resolve issues, consistent with the iterative nature of AI deployment.

10. Intellectual Property

Scout AI, including all underlying technology, software, algorithms, models, and processes, is and remains the exclusive property of Black Box Alchemist LLC. Client is granted a non-exclusive, non-transferable license to use the Service for the duration of the agreement. This license terminates upon cancellation or expiration of the agreement. Client shall not reverse-engineer, copy, modify, or attempt to extract the underlying technology of the Service.

11. Data Ownership and Privacy

Client retains full ownership of all business data provided to or generated through the Service. Company will process Client data solely for the purpose of delivering the Service and will not sell, share, or use Client data for any unrelated purpose. For full details on data handling, refer to the Scout AI Privacy Policy.

12. Confidentiality

Both parties agree to keep confidential any proprietary or sensitive information shared during the course of the agreement, including but not limited to business data, customer information, trade secrets, and technical processes. This obligation survives termination of the agreement.

13. Force Majeure

Neither party shall be liable for delays or failure to perform due to events beyond its reasonable control, including but not limited to natural disasters, government actions, internet outages, third-party API or service provider outages (including but not limited to Anthropic, OpenAI, Jobber, Service Titan, or other integrated platforms), or other unforeseen circumstances. In the event of a prolonged outage exceeding fifteen (15) consecutive days, Company will provide a pro-rated credit for the period of downtime. Such outages do not constitute a failure to deliver the Service under Section 8 and do not warrant a refund.

14. Limitation of Liability

In the event of any claim or dispute, both parties agree that total liability shall not exceed the total amount paid by Client for services under the current billing period. Company shall not be liable for any

indirect, incidental, consequential, or punitive damages arising from the use or inability to use the Service.

15. No Warranty of Results

The Service is designed to assist in HVAC business operations. Company does not guarantee specific business outcomes, including but not limited to revenue increases, lead generation, customer acquisition, or cost savings. Results may vary based on Client's business, market conditions, and usage of the platform.

16. Acceptable Use

Client agrees to use the Service only for lawful purposes in connection with Client's HVAC business operations. Client shall not grant access to the Service to any unauthorized third party, use the Service to transmit harmful or malicious content, or use the Service in any manner that violates applicable law.

17. Indemnification

Each party agrees to indemnify and hold harmless the other party from any claims, damages, or expenses arising from its own negligence, misconduct, or breach of these Terms.

18. Dispute Resolution

Before pursuing any legal action, both parties agree to participate in binding mediation administered by a recognized mediation organization. Both parties agree to be bound by the outcome of that mediation session. Any dispute not resolved through mediation shall be subject to binding arbitration under the rules of the American Arbitration Association.

19. Chargeback Policy

Client agrees not to initiate a chargeback or payment dispute with their financial institution without first contacting Company at arthur@blackboxalchemist.com and allowing Company ten (10) business days to resolve the concern. Company commits to addressing all concerns in good faith.

20. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Wyoming. Any legal proceedings shall be conducted in the courts of the State of Wyoming.

21. Modifications

Company reserves the right to update these Terms at any time. Material changes will be communicated to Client via email at least thirty (30) days before taking effect. Continued use of the Service after such changes constitutes acceptance of the updated Terms.

22. Entire Agreement

These Terms, together with the Privacy Policy and Return Policy, constitute the entire agreement between the parties with respect to the Service and supersede all prior agreements, understandings, or representations.

23. Contact

For questions regarding these Terms, contact us at arthur@blackboxalchemist.com.

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