

POLYNEX AI

Polithos Solutions LLC d/b/a Polynex AI

TERMS OF SERVICE

Effective Date: July 29, 2026 | Applies to: polynex.ai and app.polithossolutions.com

1. Agreement to Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you ("you," "your," "User," or "Client") and Polithos Solutions LLC, an Illinois limited liability company doing business as Polynex AI ("Polynex AI," "Company," "we," "us," or "our").

These Terms govern your access to and use of polynex.ai, app.polynex.ai, and any other subdomains, applications, services, APIs, or tools operated by Polynex AI (collectively, the "Service"). By accessing or using the Service in any way, you agree to be bound by these Terms and our Privacy Policy, which is incorporated herein by reference. If you do not agree to these Terms, do not access or use the Service.

These Terms apply equally to polynex.ai (the marketing and informational website), app.polynex.ai (the client dashboard and platform), and any other subdomains Polynex AI may operate now or in the future.

2. Description of Service

Polynex AI provides an AI-powered voice receptionist platform ("Platform") designed for roofing contractors and home services businesses. The Platform includes:

- AI voice agents ("Aria") that answer inbound telephone calls on behalf of Clients
- Outbound calling capabilities for lead follow-up and campaign management
- A web-based dashboard (app.polynex.ai) for call management, lead tracking, analytics, and configuration
- Integration with third-party calendar, CRM, and communication services
- Call recording, transcription, and data storage

The Service is provided as a software-as-a-service ("SaaS") subscription. Polynex AI does not operate as a licensed telecommunications carrier. All telephone communications are facilitated through third-party telecommunications providers.

3. AI Disclosure and Limitations

IMPORTANT: Polynex AI uses artificial intelligence technology to conduct voice conversations on your behalf. You acknowledge and agree that:

- Aria is an AI voice agent, not a human receptionist. Aria is designed to disclose that calls may be recorded but is not always required to proactively identify itself as an AI in every context.
- AI-generated responses may contain errors, misunderstandings, or inaccuracies. Polynex AI does not guarantee that Aria will correctly capture every piece of information, book every appointment accurately, or handle every caller scenario appropriately.
- Polynex AI is not responsible for business losses arising from AI errors, missed calls, incorrect bookings, or caller dissatisfaction, except to the extent provided under our Service Level Agreement (if applicable).
- You are solely responsible for reviewing call recordings and transcripts and correcting any errors before taking business action based on AI-captured data.

- Aria does not provide legal, financial, medical, insurance, or professional advice of any kind. Any statements Aria makes should not be construed as professional advice.

4. Call Recording and Consent

The Platform records telephone conversations between Aria and callers. You acknowledge and agree to the following:

4.1 Client Responsibility for Consent. You are solely responsible for ensuring that all call recording practices comply with applicable federal and state laws, including but not limited to the Electronic Communications Privacy Act (18 U.S.C. § 2510 et seq.), the Illinois Eavesdropping Act (720 ILCS 5/14), and the wiretapping and recording consent laws of any state in which your callers are located. Illinois is a two-party consent state.

4.2 Polynex AI Disclosure Feature. Aria is programmed to announce at the beginning of each inbound call: "This call may be recorded for quality purposes." This announcement is a standard feature of the Service. You acknowledge that this announcement alone may not satisfy all applicable consent requirements in all jurisdictions. You are responsible for independently verifying compliance.

4.3 Outbound Calls. For outbound calls initiated through the Platform, you are responsible for ensuring that (a) you have a legally sufficient basis to contact each recipient, (b) you comply with the Telephone Consumer Protection Act (47 U.S.C. § 227) ("TCPA"), applicable FCC regulations, and all state telemarketing laws, (c) you maintain an internal do-not-call list and honor all opt-out requests immediately, and (d) calls are made only during permitted hours (8:00 AM to 9:00 PM local time of the called party under federal law, subject to stricter state requirements).

4.4 TCPA Compliance. You represent and warrant that for any outbound calling campaign, you have obtained prior express written consent from each called party where required by law, or have a valid exemption (such as an established business relationship where permitted). Polynex AI provides outbound calling infrastructure only and does not verify or guarantee compliance with TCPA or state telemarketing laws. You indemnify and hold harmless Polynex AI from any TCPA or telemarketing claims arising from your campaigns.

5. CAN-SPAM and Electronic Communications

To the extent the Service is used to send electronic mail or commercial messages, you agree to comply with the CAN-SPAM Act of 2003 (15 U.S.C. § 7701 et seq.) and all applicable regulations. You agree not to use the Service to send unsolicited commercial email, to harvest email addresses, or to otherwise violate anti-spam laws.

6. Biometric Data — Illinois Biometric Information Privacy Act

Polynex AI processes voice recordings that may constitute biometric identifiers or biometric information under the Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14, when the caller is located in or the call is processed in Illinois.

By using the Service, you acknowledge and agree that:

- Polynex AI may collect, process, and store voice data from calls processed through the Platform.
- Voice data may be used for purposes of AI model functionality, quality assurance, transcription, and service improvement.
- Polynex AI implements reasonable security measures to protect biometric data consistent with the requirements of BIPA.
- You, as the Client, are responsible for providing any notices and obtaining any consents required under BIPA or similar laws from your callers before processing their voice data through the Platform.

- Polynex AI does not sell, lease, trade, or profit from biometric identifiers or biometric information.

Polynex AI retains voice recordings for a period not to exceed three (3) years from the date of the call, or as otherwise required by applicable law, after which recordings are permanently deleted.

7. Account Registration and Access

Access to app.polynex.ai requires account registration. You agree to: (a) provide accurate and complete registration information, (b) maintain the confidentiality of your credentials, (c) notify us immediately of any unauthorized access, and (d) be responsible for all activity under your account. You must be at least 18 years of age to create an account. Accounts created on behalf of a business entity must be created by an authorized representative.

8. Subscription, Fees, and Payment

8.1 Subscription Fees. Access to the Platform requires payment of applicable subscription fees as displayed on our pricing page or as set forth in your subscription agreement. Fees are billed monthly or annually in advance.

8.2 Overage Charges. Certain plans include a defined number of calls or minutes per billing period. Calls or minutes exceeding the included allowance may be charged at the overage rate specified in your plan.

8.3 Payment Processing. Payments are processed through Stripe. By providing payment information, you authorize Polynex AI to charge your payment method for all applicable fees.

8.4 Cancellation and Refunds. You may cancel your subscription at any time. Cancellation takes effect at the end of the current billing period. Polynex AI does not provide prorated refunds for partial billing periods unless required by applicable law.

8.5 Price Changes. Polynex AI may modify subscription fees upon thirty (30) days written notice. Continued use of the Service after the price change effective date constitutes acceptance.

9. Acceptable Use

You agree not to use the Service to:

- Violate any applicable federal, state, or local law or regulation
- Conduct illegal telemarketing, robocalling, or harassment campaigns
- Collect or store personal data in violation of applicable privacy laws
- Impersonate any person or entity or misrepresent your identity or affiliation
- Transmit malicious code, interfere with or disrupt the Service or its infrastructure
- Attempt to gain unauthorized access to any system or network
- Use the Service for any purpose that violates the TCPA, CAN-SPAM Act, FTC regulations, or state consumer protection laws
- Resell or sublicense the Service without prior written authorization from Polynex AI

10. Data Ownership and Privacy

You retain ownership of your business data, including call recordings, transcripts, and lead information generated through the Service. By using the Service, you grant Polynex AI a limited license to process, store, and transmit your data solely for the purpose of providing the Service.

Polynex AI does not sell your data to third parties. Data handling is governed by our Privacy Policy, available at polynex.ai/privacy and app.polynex.ai/privacy, which applies to all subdomains of polynex.ai.

AI Training Restriction: Polynex AI will not use your call recordings, transcripts, or caller data to train, fine-tune, or improve AI models used by third parties without your explicit written consent. Aggregated, de-identified usage data may be used to improve Polynex AI's own services.

11. Third-Party Services

The Service integrates with third-party providers including ElevenLabs (AI voice), Twilio (telecommunications), Supabase (database), Cal.com (scheduling), and Anthropic (AI models). Your use of the Service is subject to the terms and privacy policies of these third-party providers. Polynex AI is not responsible for the practices, availability, or content of any third-party services.

12. Intellectual Property

All intellectual property rights in the Service, including the Platform, software, AI models, branding, and documentation, are owned by Polithos Solutions LLC or its licensors. These Terms do not transfer any intellectual property rights to you. You are granted a limited, non-exclusive, non-transferable license to use the Service solely for your internal business purposes during your subscription period.

13. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. POLYNEX AI EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. POLYNEX AI DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT ARIA WILL ACCURATELY CAPTURE ALL CALLER INFORMATION, OR THAT ANY DEFECTS WILL BE CORRECTED.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL POLYNEX AI, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

POLYNEX AI'S TOTAL CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING FROM OR RELATED TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU TO POLYNEX AI IN THE THREE (3) MONTHS PRECEDING THE CLAIM.

15. Indemnification

You agree to indemnify, defend, and hold harmless Polynex AI and its officers, directors, members, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to: (a) your use of the Service, (b) your violation of these Terms, (c) your violation of any applicable law or regulation, including TCPA, CAN-SPAM, BIPA, or state telemarketing laws, (d) any content or data you submit to or through the Service, or (e) any dispute between you and a caller or third party.

16. Termination

Polynex AI may suspend or terminate your access to the Service at any time, with or without cause, upon written notice. You may cancel your subscription at any time through the dashboard or by contacting support. Upon termination, your right to access the Service ceases immediately. Polynex AI will retain your data for thirty (30) days following termination, after which it may be permanently deleted. Sections 3, 6, 10, 12, 13, 14, 15, 18, 19, and 20 survive termination.

17. Modifications to Terms

Polynex AI reserves the right to modify these Terms at any time. We will notify you of material changes by posting updated Terms at polynex.ai/terms and app.polynex.ai/terms and by sending an email to the address associated with your account. Continued use of the Service after the effective date of any changes constitutes your acceptance of the revised Terms.

18. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Illinois, without regard to its conflict of law provisions. Any dispute arising from or relating to these Terms or the Service shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, with proceedings conducted in Cook County, Illinois. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction.

CLASS ACTION WAIVER: YOU AND POLYNEX AI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION.

19. Electronic Communications

By using the Service, you consent to receive electronic communications from Polynex AI, including emails, account notices, and service announcements. You agree that all agreements, notices, and disclosures provided electronically satisfy any legal requirement that such communications be in writing.

20. General Provisions

20.1 Entire Agreement. These Terms, together with the Privacy Policy and any subscription agreement, constitute the entire agreement between you and Polynex AI regarding the Service.

20.2 Severability. If any provision of these Terms is found invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force.

20.3 Waiver. Failure to enforce any provision of these Terms shall not constitute a waiver of that provision.

20.4 Assignment. You may not assign or transfer your rights under these Terms without prior written consent. Polynex AI may assign these Terms in connection with a merger, acquisition, or sale of assets.

20.5 Force Majeure. Polynex AI shall not be liable for any failure or delay caused by circumstances beyond its reasonable control.

21. Contact

For questions about these Terms, please contact:

Polithos Solutions LLC d/b/a Polynex AI

Email: legal@polithossolutions.com

Website: polithossolutions.com