

TERMS OF SERVICE

MISIXS, LLC

Version 1.1 - Approved by GRC

Effective Date: January 2, 2026

IMPORTANT NOTICE REGARDING DISPUTE RESOLUTION

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION CLAUSE AND A CLASS ACTION WAIVER THAT WAIVES YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION. YOU MUST REVIEW THIS DOCUMENT IN ITS ENTIRETY, INCLUDING THE DISPUTE RESOLUTION SECTION, BEFORE USING THE PLATFORM.

1. Agreement and Definitions

These Terms of Service (the "Terms") govern your subscription to and use of the software platform, websites, applications, tools, automation workflows, artificial intelligence features, products, and services made available through the RuleFirst platform (collectively, the "Platform" or "Services"). MISIXS, LLC is an Ohio limited liability company. MISIXS, LLC operates and may operate in the future under one or more brand names, trade names, and doing business as ("DBA") names, including the RuleFirst platform and any other current or future branded offerings.

References to "MISIXS," "we," "us," "our," or the "Platform" refer to MISIXS, LLC, including all of its brands, trade names, DBAs, products, services, successors, and assigns.

By creating an account, accessing, or using any portion of the Platform, you represent that:

- You have read, understand, and agree to be bound by these Terms
- You are at least eighteen (18) years old and legally capable of entering a binding contract
- The information you provide is true, accurate, and complete
- If acting on behalf of a business entity, you have authority to bind that entity

If you do not agree, you must not use the Platform.

Certain components of the Platform may include open-source software, which is governed by its applicable licenses and not by these Terms.

2. Relationship to Other Agreements

These Terms, together with our Privacy Policy, Data Processing Agreement (where applicable), and Affiliate Agreement (where applicable) (collectively, the "Agreement"), constitute the entire agreement between you and MISIXS, LLC regarding the Platform.

If there is any conflict between these Terms and the Data Processing Agreement with respect to Customer Personal Data, the Data Processing Agreement controls.

We may modify these Terms at any time. Changes are effective upon posting, except that changes to the Data Processing Agreement require thirty (30) days' advance notice as specified in the DPA. Your continued use of the Platform after changes are posted constitutes acceptance of the updated Terms.

3. Use of the Platform

3.1 Eligibility and Restrictions

You must be at least eighteen (18) years old to use the Platform. You may not use the Platform if you are employed by, affiliated with, or acting on behalf of a competitor, or if you seek access for competitive purposes.

3.2 Account Registration and Ownership

You must provide complete and accurate registration information. If acting on behalf of a business entity, you represent that you have authority to bind that entity. If multiple parties claim ownership of an account, we may require documentation and suspend access until the matter is resolved.

3.3 Lawful Use and Responsibilities

You are responsible for:

- All data, content, communications, and activities under your account
- Actions of your employees, contractors, agents, and customers
- Maintaining required licenses, permissions, and consents
- Compliance with all applicable laws

You may not reverse engineer, decompile, modify, remove proprietary notices, or misuse the Platform.

3.4 Login Credentials

You are responsible for safeguarding your credentials and for all activity under your account. Notify us immediately at privacy@misixs.com of any unauthorized use.

3.5 Data Export

You may export your data through the Platform's export features. Upon termination, we will provide reasonable assistance with data export as described in our Data Processing Agreement, subject to technical limitations and applicable fees.

4. Compliance and Regulatory Disclaimer

You are solely responsible for compliance with all applicable laws and regulations, including sector-specific requirements.

IMPORTANT: Unless expressly agreed in writing, the Platform is not configured for HIPAA-regulated protected health information, PCI DSS cardholder data, or other highly regulated data types. You must not use the Platform to process such data without a separate written agreement addressing applicable regulatory requirements.

We do not provide legal advice and do not guarantee regulatory compliance.

5. Privacy, Data Processing, and AI Use

Your use of the Platform is subject to our Privacy Policy, available at <https://trust.misixs.com>

Where we process Personal Data on your behalf, such processing is governed by the Data Processing Agreement, available at <https://trust.misixs.com>. In the event of conflict with respect to Customer Personal Data, the Data Processing Agreement controls.

5.1 Artificial Intelligence and Automation

The Platform may use artificial intelligence, machine learning, and automation technologies to provide certain features and functionality. Where we process your data or Customer Personal Data using AI systems, such processing is governed by our Data Processing Agreement and Privacy Policy.

We do not use Customer Personal Data to train public or proprietary AI models unless expressly agreed in writing. Where public model APIs are used, we leverage zero retention or no training configurations where available.

5.2 Security Incidents

In the event of a security incident affecting your account or data, we will notify you in accordance with applicable law and our Data Processing Agreement. You are responsible for notifying your end users and complying with applicable breach notification laws.

5.3 International Data Transfers

Personal Data is processed primarily in the United States. International transfers are conducted in accordance with applicable law and appropriate safeguards as described in our Data Processing Agreement and Privacy Policy.

6. Communications Features

If you use SMS, email, voice, or similar communications features, you act as the data controller and we process communications data on your behalf as described in our Data Processing Agreement.

You are solely responsible for:

- Obtaining necessary consents from recipients
- Compliance with laws such as TCPA, CAN-SPAM, GDPR, and other applicable regulations
- Maintaining required opt-out mechanisms
- Honoring unsubscribe requests

We act only as a technology service provider and do not originate communications on your behalf.

7. Third-Party Services and Subprocessors

We may use third-party service providers and subprocessors to support the Platform, including cloud infrastructure, communications, analytics, and artificial intelligence services. Such providers are subject to contractual data protection obligations consistent with our Data Processing Agreement.

A current list of material subprocessors is available in our Data Processing Agreement or upon request by contacting privacy@misixs.com.

Third-party services and content are used at your own risk and are governed by third-party terms. We are not responsible for third-party services, content, or integrations.

8. Payment Terms

8.1 Subscription Fees

The Platform is offered on a subscription basis. The standard subscription fee is \$97 USD per month, billed in advance, unless otherwise stated at purchase. Subscriptions automatically renew unless canceled prior to the renewal date.

8.2 Wallet and Usage-Based Billing

Your account includes a required wallet used to fund usage-based services. The wallet cannot be disabled. When the balance drops below \$0, an automatic \$10 USD top-up charge will be initiated.

By creating an account, you expressly consent to automatic rebilling and wallet top-ups. Wallet charges may appear as separate transactions from your subscription fee.

8.3 Usage-Based Pricing Table

Feature	Rate	Approximate \$10 Usage
Email Sends	\$0.0007 per email	~14,285 emails
Premium Workflow Actions	\$0.0105 per action	~950 actions
Email Verification	\$0.0026 per verification	~3,845 verifications

AI Text Generation	\$0.0945 per 1,000 words	~105,820 words
AI Image Generation	\$0.063 per image	~160 images
GPT-4 / 4o Execution	\$0.0315 per execution	~315 executions
GPT-3.5 Execution	\$0.0158 per execution	~635 executions
AI Messages	\$0.021 per message	~475 messages
Voice AI Calls	\$0.1365 per minute	~75 minutes
WhatsApp Conversations	\$0.0777 per conversation	~130 conversations
Review AI Responses	\$0.084 per response	~120 responses
Funnel AI Builder	\$1.0395 per funnel	~10 funnels

Rates are estimates only and subject to change. Actual charges may vary based on usage and provider pricing. Current as of December 31, 2025.

8.4 Late Payments and Disputes

If payment fails, we may reattempt charges for up to seven (7) business days. Continued nonpayment may result in suspension or termination of your account.

Payment disputes must be submitted in writing to privacy@misixs.com within thirty (30) days of the invoice date. Fees must be paid while disputes are pending unless otherwise agreed in writing.

8.5 Cancellations

You may cancel your subscription at any time through your account settings or by contacting privacy@misixs.com. You remain responsible for all charges incurred up to the effective date of cancellation.

8.6 Refunds

All fees are non-refundable unless required by law or expressly authorized by us in writing. Prepaid services are non-refundable. Wallet refunds, if available, must be requested within thirty (30) days of the charge, after which remaining funds become our property.

8.7 Taxes

All fees are exclusive of applicable taxes. You are responsible for all sales, use, value-added, and other taxes or duties imposed by any jurisdiction. We may collect taxes where required by law.

9. Affiliate Program

Participation in any Affiliate Program is subject to approval and acceptance of the applicable Affiliate Agreement. Affiliate terms are separate from these Terms and govern affiliate-specific rights and obligations.

10. Intellectual Property

The Platform and its content, including software, text, graphics, logos, trademarks, and other materials, are owned by MISIXS, LLC or its licensors and are protected by United States and international intellectual property laws.

You receive a limited, non-exclusive, non-transferable, revocable license to use the Platform for its intended business purpose in accordance with these Terms. You may not use RuleFirst trademarks, logos, or branding without prior written authorization.

10.1 Copyright Registration and Patents

The Platform is registered under U.S. Copyright Registration No. TXu 2-435-865 (effective June 19, 2024). Certain features and technologies are covered by issued patents and pending patent applications.

10.2 DMCA Notices

If you believe that content on the Platform infringes your copyright, you may submit a DMCA takedown notice to:

Email: policy@misixs.com **Subject Line:** DMCA Takedown Request Your notice must include all information required under the Digital Millennium Copyright Act, including identification of the copyrighted work, the allegedly infringing material, and your contact information.

11. Disclaimers

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COURSE OF PERFORMANCE.

WE MAKE NO GUARANTEES REGARDING:

- Profitability, revenue, or business results
- Uptime, availability, or uninterrupted access
- Accuracy, reliability, or completeness of content
- Compatibility with third-party services
- Freedom from errors, bugs, or security vulnerabilities

Your use of the Platform is at your sole risk.

12. Limitation of Liability

To the maximum extent permitted by law, our total liability to you for all claims arising out of or relating to these Terms or your use of the Platform is limited to the fees you paid to us in the three (3) months immediately preceding the event giving rise to the claim.

Exceptions: This limitation does not apply to:

- Liability that cannot be limited under applicable law
- Breaches of confidentiality or data protection obligations to the extent required by applicable data protection law
- Gross negligence, willful misconduct, or fraud

IN NO EVENT SHALL WE BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION.

13. Indemnification

You agree to indemnify, defend, and hold harmless MISIXS, LLC, its affiliates, officers, directors, employees, agents, and licensors from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or relating to:

- Your use or misuse of the Platform
- Your violation of these Terms
- Your violation of any law or regulation
- Your violation of any third-party rights
- Content or data you submit or transmit through the Platform
- Actions of your employees, contractors, agents, or customers

14. Limitation on Time to File Claims

Any claim arising out of or relating to these Terms or the Platform must be brought within three (3) months of the date the event giving rise to the claim occurred. Claims filed after this period are permanently barred.

15. Injunctive Relief

You acknowledge that any breach of these Terms, including unauthorized use of intellectual property or confidential information, may cause irreparable harm for which monetary damages are an insufficient remedy. We may seek injunctive or equitable relief without the requirement to post bond.

16. Governing Law and Arbitration

16.1 Governing Law

These Terms are governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict-of-law principles.

16.2 Binding Arbitration

Any dispute, claim, or controversy arising out of or relating to these Terms or the Platform shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Arbitration shall take place in Columbus, Ohio, or another mutually agreed location.

The arbitrator's decision shall be final and binding, and judgment may be entered in any court of competent jurisdiction.

16.3 Class Action Waiver

YOU AGREE THAT DISPUTES WILL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY. YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING.

16.4 Exception for Data Protection Claims

This arbitration provision does not apply to disputes arising under data protection laws where such laws provide mandatory rights that cannot be waived by arbitration, including claims by data subjects under the General Data Protection Regulation (GDPR) or similar laws.

17. General Provisions

17.1 Entire Agreement

These Terms, together with the Privacy Policy, Data Processing Agreement (where applicable), and Affiliate Agreement (where applicable), constitute the entire agreement between you and MISIXS, LLC regarding the Platform and supersede all prior agreements and understandings.

17.2 Severability

If any provision of these Terms is found to be invalid 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 valid and enforceable.

17.3 Waiver

Our failure to enforce any provision of these Terms does not constitute a waiver of that provision or any other provision. No waiver shall be effective unless made in writing and signed by an authorized representative of MISIXS, LLC.

17.4 Assignment

You may not assign or transfer these Terms or any rights or obligations hereunder without our prior written consent. We may assign these Terms without restriction. Any attempted assignment in violation of this section is void.

17.5 Independent Contractors

The Platform is provided solely for business use and without exclusivity. Users, entrepreneurs, affiliates, experts, and partners are independent contractors and are not employees, contractors, or representatives of MISIXS, LLC. We are not responsible for interactions between you and your customers beyond providing access to the Platform.

17.6 Force Majeure

We shall not be liable for any failure or delay in performance due to causes beyond our reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, or internet service provider failures.

17.7 Survival

Provisions that by their nature should survive termination shall survive, including intellectual property rights, disclaimers, limitations of liability, indemnification, and dispute resolution provisions.

18. Contact Information

For questions, support, or legal notices regarding these Terms:

MISIXS, LLC 970 Nolder Drive Lancaster, Ohio 43130 United States

General Support and Legal Notices: privacy@misixs.com

Privacy Matters: privacy@misixs.com

DMCA Notices: policy@misixs.com

Web Resources:

Terms of Service: <https://trust.misixs.com>

Privacy Policy: <https://trust.misixs.com>

Data Processing Agreement: <https://trust.misixs.com>

DMCA Notice: policy@misixs.com

19. Version History

Version	Status	Log	Date
1.1	Current	Initial policy version for MISIXS, LLC	January 2, 2026

END OF TERMS OF SERVICE