

RAD Automations – Terms of Service

Effective Date: 01/03/2026

These Terms of Service (“Terms”) govern access to and use of all services, applications, websites, and products operated by **RAD Automations** (“RAD Automations,” “we,” “us,” or “our”), whether existing now or introduced in the future.

These Terms serve as the **backbone terms of service** for RAD Automations and apply to the unified RAD Automations account system (the “RAD Account”). Individual services or applications (each a “Service”) may provide **Service-Specific Terms Addenda** that supplement these Terms. In the event of a conflict, the Service-Specific Terms Addendum controls **only for that Service**.

By accessing or using any Service, you agree to these Terms and any applicable Service-Specific Terms Addenda.

1. Eligibility

You must be at least 13 years old (or the minimum age required by applicable law) to create a RAD Account, unless a Service is explicitly designated as directed to children and governed by a Service-Specific Terms Addendum.

By using the Services, you represent that you meet applicable age and legal requirements.

2. The RAD Account

A RAD Account allows access to multiple Services using a single set of credentials.

You are responsible for: - Maintaining the confidentiality of your account credentials - All activity that occurs under your RAD Account - Providing accurate and current information

RAD Automations may suspend or terminate access to Services to protect security, comply with legal obligations, or enforce these Terms.

3. Services and Changes

RAD Automations may add, modify, suspend, or discontinue any Service or feature at any time, with or without notice.

We do not guarantee that any Service will be available at all times, uninterrupted, timely, secure, or error-free, or that features, content, or data will be preserved without loss.

4. User Content

Certain Services allow you to submit, upload, or generate content (“User Content”). You retain ownership of your User Content.

By submitting User Content, you grant RAD Automations a non-exclusive, worldwide, royalty-free license to use, host, store, process, reproduce, and display such content solely for the purpose of operating, improving, and providing the Services.

You represent that you have the necessary rights to submit User Content and that it does not violate applicable law or third-party rights.

5. Acceptable Use

You agree not to:

- Use Services for unlawful purposes
- Interfere with or disrupt Services or systems
- Attempt unauthorized access to accounts or infrastructure
- Upload malicious code or harmful content
- Reverse engineer or misuse Services except as permitted by law

Additional acceptable use rules may be defined in Service-Specific Terms Addenda.

6. AI and Automated Services

Certain Services use automated systems and artificial intelligence.

Outputs generated by AI may be inaccurate, incomplete, or inappropriate and are provided for informational or educational purposes only unless explicitly stated otherwise in a Service-Specific Terms Addendum.

The Services do not provide professional, legal, medical, or certified educational advice, and no output should be relied upon as such.

You remain responsible for how you use outputs generated by the Services.

7. Payments and Transactions

Some Services require payment. Prices, billing terms, and refund policies are described in Service-Specific Terms Addenda or at the point of purchase.

Payments may be processed through third-party payment providers. RAD Automations is not responsible for errors caused by third-party payment processors.

7.1 Subscriptions, Free Trials, and Billing

Certain Services may be offered on a subscription basis, including subscriptions that begin with a free trial period. Unless otherwise disclosed at the time of purchase, free trials automatically convert to a paid subscription at the end of the trial period.

Subscriptions automatically renew unless canceled before the applicable renewal date. Subscription pricing, billing frequency, trial duration, renewal terms, and cancellation instructions will be disclosed at the time of purchase or within the applicable Service.

Billing and payment processing may be handled by third-party providers or platform operators (such as app stores), and your subscription may be subject to their terms and policies. RAD Automations does not control billing practices of third-party platforms.

You may cancel a subscription at any time through the method provided at purchase. Cancellation prevents future charges but does not retroactively refund amounts already paid, except where required by law or explicitly stated otherwise.

8. Intellectual Property

All Services, software, designs, trademarks, and content provided by RAD Automations are owned by or licensed to RAD Automations and protected by intellectual property laws.

These Terms do not grant you ownership rights in RAD Automations' intellectual property.

9. Third-Party Services

Services may integrate with or link to third-party services. RAD Automations does not control and is not responsible for third-party services or content.

Your use of third-party services is governed by their own terms and policies.

10. Termination

You may stop using the Services at any time.

RAD Automations may suspend or terminate your access to Services if you violate these Terms, applicable addenda, or applicable law, or if required to protect security or legal interests.

Upon termination, your right to access Services will cease.

11. Disclaimers

Services are provided "AS IS" and "AS AVAILABLE" without warranties of any kind, express or implied, including warranties of merchantability, fitness for a particular purpose, accuracy, availability, reliability, or non-infringement.

12. Limitation of Liability

To the maximum extent permitted by law, RAD Automations will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for loss of data, loss of profits, or loss of business opportunities, arising out of or related to your use of the Services.

RAD Automations' total liability for any claim will not exceed the amount paid by you to RAD Automations for the Service giving rise to the claim in the twelve (12) months preceding the claim.

13. Indemnification

You agree to indemnify and hold harmless RAD Automations and its officers, directors, employees, contractors, and affiliates from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to your use of the Services, your User Content, or your violation of these Terms or applicable law.

14. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Texas, without regard to conflict of law principles.

14.1 Informal Resolution

Before initiating arbitration or court proceedings, you agree to attempt to resolve any dispute informally by contacting RAD Automations at support@radautomations.com. We will attempt to resolve the dispute in good faith.

14.2 Arbitration Agreement

Except as described below, any dispute, claim, or controversy arising out of or relating to these Terms or the Services shall be resolved by **binding arbitration** rather than in court.

Arbitration will be conducted by a neutral arbitrator under the rules of a recognized arbitration provider agreed upon by the parties. The arbitration will take place in Texas unless otherwise agreed.

14.3 Exceptions to Arbitration

Either party may bring an individual claim in **small claims court** if the claim qualifies. Claims for injunctive or equitable relief related to intellectual property or unauthorized use of Services may also be brought in court.

14.4 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.

14.5 Jury Trial Waiver

To the fullest extent permitted by law, you and RAD Automations waive the right to a trial by jury for any dispute arising out of or related to these Terms or the Services.

14.6 Arbitration Opt-Out

You may opt out of this arbitration agreement by sending written notice to **support@radautomations.com** within thirty (30) days of first accepting these Terms. Your opt-out notice must include your name, account email address, and a clear statement of your intent to opt out.

If you opt out, disputes will be resolved in the courts described in this section.

15. Force Majeure

RAD Automations will not be liable for any failure or delay in performance caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, government actions, power failures, or internet or hosting service disruptions.

16. Export Control and Sanctions Compliance

You represent that you are not located in, and will not use the Services in, any country or region subject to U.S. trade sanctions or embargoes, and that you are not listed on any U.S. government restricted or denied parties list. You agree to comply with all applicable export control and sanctions laws.

17. Changes to These Terms

We may update these Terms from time to time. Continued use of the Services after changes become effective constitutes acceptance of the updated Terms.

18. DMCA Copyright Policy

RAD Automations respects the intellectual property rights of others. If you believe that content available through the Services infringes your copyright, you may submit a notice in accordance with the Digital Millennium Copyright Act (“DMCA”) by contacting **support@radautomations.com** with sufficient information to identify the allegedly infringing material and your rights in the work.

RAD Automations may remove or disable access to content alleged to be infringing and may terminate repeat infringers where appropriate.

19. Severability and Survival

If any provision of these Terms is found to be unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect. Sections which by their nature should survive termination (including intellectual property, disclaimers, limitation of liability, indemnification, and dispute resolution) shall survive.

20. Assignment

You may not assign or transfer these Terms without RAD Automations’ prior written consent. RAD Automations may assign these Terms in connection with a merger, acquisition, sale of assets, or corporate reorganization.

21. Relationship to Service-Specific Terms Addenda

Each RAD Automations Service may publish a Service-Specific Terms Addendum that describes additional terms, restrictions, or obligations specific to that Service.

These addenda supplement—but do not replace—these Terms.

22. Contact

If you have questions about these Terms, contact:

RAD Automations

Email: support@radautomations.com