

POLITHOS SOLUTIONS LLC

Terms of Service

polithossolutions.com — Company Website

Effective Date: June 17, 2026

These Terms of Service govern your use of polithossolutions.com (the “Company Website”), the informational website of Polithos Solutions LLC. Please read them carefully before using this website. By accessing polithossolutions.com, you agree to be bound by these Terms. If you do not agree, please do not use this website. Note: our product Polynex AI operates under separate Terms of Service and subscription agreements available on the Polynex AI platform.

1. About Us

Polithos Solutions LLC (“Polithos Solutions,” “we,” “us,” or “our”) is a limited liability company organized under the laws of the State of Illinois, United States. We build AI-powered software for the trades industry, including our flagship product Polynex AI, an artificial intelligence voice receptionist platform for roofing contractors.

Legal Entity: Polithos Solutions LLC

115 S Weller Ln

Mount Prospect, IL 60056

United States

Legal Contact: legal@polithossolutions.com

2. Acceptance of Terms

By accessing polithossolutions.com, or any other website, platform, or application operated by Polithos Solutions LLC (collectively, “our Services”), or by purchasing, subscribing to, or otherwise using any product or service offered by Polithos Solutions LLC, you (“User,” “you,” or “your”) agree to be legally bound by these Terms of Service (“Terms”), our Privacy Policy, and any additional terms applicable to specific services.

If you are entering into these Terms on behalf of a business, organization, or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms, and the terms “you” and “your” will refer to that entity.

3. Description of Services

Polithos Solutions LLC provides the following through polithossolutions.com and its associated platforms:

- **Company Website (polithossolutions.com):** An informational website providing details about Polithos Solutions LLC, our team, and the products we build. These Terms govern your use of this website.

- Polynex AI: Our flagship product — an AI-powered voice receptionist platform that answers inbound phone calls, qualifies leads, and schedules appointments for roofing contractors. Polynex AI is hosted separately and is subject to its own Terms of Service and subscription agreements in addition to these Terms.
- Agency White-Label Program: A business-to-business program that allows authorized roofing marketing agencies to resell and white-label Polynex AI under their own brand to their roofing contractor clients. Agency partners are subject to a separate Agency Partner Agreement.
- Contact and Inquiry Services: The ability to contact Polithos Solutions LLC through the website for business inquiries, partnership discussions, or support requests.

We reserve the right to modify, suspend, or discontinue any part of our Services at any time with or without notice. We will not be liable to you or any third party for any modification, suspension, or discontinuation of Services.

4. Eligibility

To use our Services, you must be at least 18 years of age, or the age of majority in your jurisdiction, whichever is greater. You must have the legal capacity to enter into a binding agreement. By using our Services, you represent and warrant that you meet these eligibility requirements.

Our Services are intended for business use by roofing contractors and roofing marketing agencies. Our Services are not directed to consumers for personal, household, or family purposes.

5. Artificial Intelligence Disclaimer

Important: Polynex AI is an automated artificial intelligence system. Aria, our AI voice receptionist, is not a human being. Callers who interact with Aria are interacting with an automated system powered by third-party AI technology.

The following limitations apply to all AI-powered features of our Services:

- No price estimates: Aria is programmed never to provide price estimates, cost ranges, ballpark figures, or any indication of the cost of roofing services. Any pricing information must be obtained directly from the roofing contractor during an on-site estimate.
- No guarantees: Aria does not guarantee any specific outcome, including but not limited to job bookings, service quality, or contractor availability.
- AI limitations: AI systems may make errors, misunderstand caller intent, or fail to qualify leads accurately. Polithos Solutions LLC is not liable for errors made by the AI system during call handling.
- Not professional advice: Nothing communicated by Aria constitutes legal, financial, insurance, or professional advice of any kind.

6. Call Recording and Consent

Calls handled by Polynex AI may be recorded for quality assurance, transcription, and service improvement purposes. All inbound calls handled by our platform begin with the following disclosure to the caller:

“Thank you for calling [Business Name]. This call may be recorded for quality purposes.”

Roofing contractors and agency partners who use Polynex AI are responsible for ensuring their use of call recording complies with all applicable federal and state laws, including but not limited to the Illinois Eavesdropping Act (720 ILCS 5/14), the California Invasion of Privacy Act (Cal. Penal Code § 630 et seq.), and similar two-party consent laws in the states where they operate.

Polithos Solutions LLC provides the recording disclosure feature as a tool to assist with legal compliance but does not warrant that such disclosure satisfies all legal requirements in every jurisdiction. It is the responsibility of each contractor and agency partner to obtain qualified legal advice regarding call recording compliance in their specific jurisdictions.

6.5 TCPA and Communications Compliance

You acknowledge that Polithos Solutions LLC provides software tools that facilitate communications between roofing contractors and their customers. Polithos Solutions LLC does not initiate outbound telephone calls, text messages, email communications, or marketing campaigns on your behalf unless expressly agreed in writing.

You are solely responsible for ensuring that all communications conducted through or in connection with the Services comply with all applicable laws and regulations, including but not limited to:

- Telephone Consumer Protection Act (TCPA)
- Telemarketing Sales Rule (TSR)
- CAN-SPAM Act
- State telemarketing and solicitation laws
- Do Not Call (DNC) regulations
- Call recording and consent laws

You represent and warrant that you have obtained all legally required consents, permissions, and authorizations necessary for communications conducted through the Services.

Polithos Solutions LLC acts solely as a software provider and is not responsible for the content, legality, timing, delivery, or compliance of any communications initiated, authorized, or directed by you.

You agree to indemnify and hold harmless Polithos Solutions LLC from any claim, investigation, regulatory action, fine, penalty, or lawsuit arising from your communications practices or alleged violations of applicable communications laws.

7. Subscriptions, Billing, and Payment

7.1 Subscription Plans

Polynex AI is offered on a monthly subscription basis. Subscription plans, pricing, and included features are described on our pricing page at polithossolutions.com. We reserve the right to change subscription pricing with at least 30 days' written notice to current subscribers.

7.2 Included Call Limits and Overages

Each subscription plan includes a specified number of calls per month. If a subscriber's call volume exceeds the included limit, overage charges will apply at the rate specified in their subscription agreement. Subscribers will receive advance notice when approaching their included call limit.

7.3 Billing and Payment

Subscriptions are billed monthly in advance via credit card or ACH through our payment processor, Stripe, Inc. By providing payment information, you authorize Polithos Solutions LLC to charge your payment method for all fees due. All fees are non-refundable except as expressly stated in these Terms or required by applicable law.

7.4 Failed Payments

If a payment fails, we will notify you by email and attempt to collect payment for up to 7 days. If payment is not received within 7 days of the due date, we reserve the right to suspend or terminate your access to the Services.

7.5 Cancellation

You may cancel your subscription at any time with 30 days' written notice to legal@polithossolutions.com. Cancellation takes effect at the end of the current billing period. No refunds are issued for unused portions of the subscription period.

8. Agency White-Label Program

Marketing agencies that participate in the Polynex AI white-label reseller program ("Agency Partners") are subject to a separate Agency Partner Agreement in addition to these Terms. In the event of any conflict between these Terms and an Agency Partner Agreement, the Agency Partner Agreement will control with respect to the subject matter of that agreement.

- **Data ownership:** Roofing contractor client data collected through the platform belongs to the roofing contractor, not to the agency partner or to Polithos Solutions LLC, except as necessary to provide the Services.
- **White-label rights:** Agency Partners are granted a limited, non-exclusive, non-transferable license to white-label and resell Polynex AI to their roofing contractor clients under their own brand. This license may be revoked at any time for breach of the Agency Partner Agreement.

- Billing: Agency Partners are billed at wholesale rates per active seat per month as specified in their Agency Partner Agreement. Agency Partners are solely responsible for their own billing arrangements with their roofing contractor clients.

9. Acceptable Use

You agree not to use our Services to:

- Violate any applicable federal, state, or local law or regulation, including but not limited to telemarketing laws, call recording consent laws, and the Telephone Consumer Protection Act (TCPA).
- Engage in fraudulent, deceptive, or misleading practices toward callers or potential customers.
- Harass, abuse, threaten, or harm any individual.
- Collect or process personal information in violation of applicable privacy laws.
- Interfere with or disrupt the integrity or performance of our Services or the systems of third parties.
- Attempt to gain unauthorized access to any part of our Services or related systems.
- Reverse engineer, decompile, or attempt to extract the source code of our software or AI systems.
- Resell or sublicense our Services except as expressly permitted under an Agency Partner Agreement.
- Use our Services for any purpose other than the legitimate operation of a roofing contracting business or roofing marketing agency.

Polithos Solutions LLC reserves the right to terminate your access to the Services immediately and without notice for any violation of this Acceptable Use Policy.

10. Intellectual Property

All content, software, technology, trade names, trademarks, service marks, logos, and other intellectual property embodied in or related to our Services ("Polithos IP") are owned by or licensed to Polithos Solutions LLC. Nothing in these Terms grants you any right, title, or interest in or to any Polithos IP except the limited license to use our Services as expressly provided herein.

You retain ownership of any content, data, or materials you submit or upload to our Services ("Your Content"). By submitting Your Content, you grant Polithos Solutions LLC a limited, non-exclusive, royalty-free license to use, process, and store Your Content solely as necessary to provide the Services to you.

11. Data and Privacy

Our collection, use, and handling of personal data is described in our Privacy Policy, available at polithossolutions.com/privacy. By using our Services, you consent to the data practices described in our Privacy Policy.

Call transcripts, recordings, and caller personal information collected through Polynex AI are stored securely using industry-standard encryption. We retain call data for a period of 12 months from the date of the call, after which it is permanently deleted unless you request earlier deletion.

11.5 Artificial Intelligence Training and Data Usage

Polithos Solutions LLC does not use your call recordings, call transcripts, lead information, appointment information, or other Your Content to train publicly available artificial intelligence models.

We may use aggregated, anonymized, and de-identified data that cannot reasonably identify you, your callers, or any individual to:

- Improve platform performance
- Improve speech recognition accuracy
- Improve lead qualification workflows
- Conduct internal analytics
- Develop new features and services

Third-party AI providers we utilize are contractually restricted from using Your Content to train public AI models, except where expressly disclosed to and authorized by you.

You retain ownership of Your Content at all times.

11.6 Data Processing and Security

To the extent Polithos Solutions LLC processes personal information on your behalf, Polithos Solutions LLC acts as a service provider or processor, and you act as the controller or business responsible for determining the purposes and means of processing.

Upon written request, Polithos Solutions LLC may provide you with a Data Processing Addendum ("DPA") governing the processing of personal information.

Polithos Solutions LLC maintains reasonable administrative, technical, and organizational safeguards designed to protect your data against unauthorized access, disclosure, alteration, or destruction.

12. Third-Party Services

Our Services rely on third-party technology providers including but not limited to ElevenLabs (voice AI), Anthropic (AI language model), Twilio (telephony), Supabase (database), Cal.com (calendar integration), and Stripe (payment processing). Your use of our Services is also subject to the terms of service of these third-party providers where applicable.

Polithos Solutions LLC is not responsible for the availability, accuracy, or performance of any third-party services. Downtime or service interruptions caused by third-party providers do not constitute a breach of these Terms by Polithos Solutions LLC.

12.5 Service Availability and Downtime

Polithos Solutions LLC strives to maintain reliable service availability but does not guarantee uninterrupted access to the Services.

The Services may be temporarily unavailable due to:

- Scheduled maintenance
- Emergency maintenance
- Software updates
- Third-party provider outages
- Telecommunications failures
- Internet service disruptions
- Force majeure events

Unless otherwise expressly provided in a separate written Service Level Agreement (SLA), no uptime guarantee is provided.

Temporary interruptions, outages, latency, or degradation of service do not constitute a breach of these Terms and do not entitle you to refunds, credits, or damages.

13. Disclaimers of Warranties

OUR SERVICES ARE 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, TITLE, AND NON-INFRINGEMENT.

POLITHOS SOLUTIONS LLC DOES NOT WARRANT THAT OUR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. WE DO NOT WARRANT THAT ANY SPECIFIC RESULTS WILL BE ACHIEVED FROM THE USE OF OUR SERVICES, INCLUDING BUT NOT LIMITED TO LEAD GENERATION, BOOKING RATES, OR REVENUE OUTCOMES.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL POLITHOS SOLUTIONS LLC, ITS MEMBERS, MANAGERS, EMPLOYEES, CONTRACTORS, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF BUSINESS, OR LOST GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF OUR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR OUR SERVICES EXCEED THE GREATER OF (A) THE TOTAL FEES PAID BY YOU TO POLITHOS SOLUTIONS LLC IN THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100.00).

15. Indemnification

You agree to indemnify, defend, and hold harmless Polithos Solutions LLC and its members, managers, employees, contractors, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your use of our Services; (b) your violation of these Terms; (c) your violation of any applicable law or regulation; (d) your violation of the rights of any third party, including but not limited to callers whose information is collected through your use of Polynex AI; or (e) any content or data you submit to our Services.

16. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of the State of Illinois, United States, without regard to its conflict of law principles.

Any dispute, claim, or controversy arising out of or relating to these Terms or our Services that cannot be resolved informally shall be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall take place in Cook County, Illinois. Judgment on the arbitration award may be entered in any court of competent jurisdiction.

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent irreparable harm pending arbitration. You agree that any dispute resolution proceedings will be conducted on an individual basis and not in a class, consolidated, or representative action.

17. Modifications to These Terms

We reserve the right to modify these Terms at any time. When we make material changes, we will notify current subscribers by email at least 14 days before the changes take effect and update the Effective Date at the top of this page. Your continued use of our Services after the effective date of any modification constitutes your acceptance of the modified Terms.

If you do not agree to any modified Terms, you must stop using our Services and cancel your subscription in accordance with Section 7.5 before the effective date of the changes.

18. Termination

Either party may terminate the agreement formed by these Terms at any time. You may terminate by canceling your subscription and ceasing use of our Services. We may terminate your access to our Services immediately and without notice if: (a) you breach any provision of

these Terms; (b) we are required to do so by law; or (c) we determine that continued provision of Services to you creates legal, reputational, or technical risk to Polithos Solutions LLC or to other users.

Upon termination, your right to use our Services will immediately cease. Provisions of these Terms that by their nature should survive termination will survive, including but not limited to Sections 6.5, 10, 11, 11.5, 11.6, 13, 14, 15, and 16.

19. General Provisions

Entire Agreement: These Terms, together with our Privacy Policy and any applicable subscription or agency partner agreements, constitute the entire agreement between you and Polithos Solutions LLC with respect to the subject matter hereof and supersede all prior agreements, representations, and understandings.

Severability: If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions will continue in full force and effect.

Waiver: Our failure to enforce any right or provision of these Terms will not be deemed a waiver of that right or provision.

Assignment: You may not assign or transfer your rights or obligations under these Terms without our prior written consent. Polithos Solutions LLC may assign its rights and obligations under these Terms without restriction.

No Third-Party Beneficiaries: These Terms do not create any third-party beneficiary rights.

Notices: All legal notices to Polithos Solutions LLC must be sent in writing to legal@polithossolutions.com or by certified mail to the address listed in Section 1.

Force Majeure: Polithos Solutions LLC will not be liable for any failure or delay in performance resulting from causes beyond our reasonable control, including acts of God, natural disasters, pandemics, government actions, or failures of third-party service providers.

20. Contact Us

If you have any questions about these Terms of Service, please contact us:

Polithos Solutions LLC — Legal Department

115 S Weller Ln

Mount Prospect, IL 60056

United States

Email: legal@polithossolutions.com

Response time: We aim to respond to all legal inquiries within 5 business days.

These Terms of Service were last updated on June 17, 2026. Polithos Solutions LLC is a limited liability company organized under the laws of the State of Illinois.