

## **LETY TERMS AND CONDITIONS**

**Service Owner:** LetyAI Inc. (the “Company”)

**Corporate Address:** 1221 Brickell Avenue, Suite 900, Miami, FL 33131

**Contact:** Official social media channels @lety\_\_ai (Instagram) and email support@lety.ai

### **CHAPTER 1**

#### **Terms and Conditions of the Services**

##### **1. Acceptance of the Terms**

Lety is a software program provided by the Company (hereinafter “Lety” or the “Platform”). By accessing or using Lety, you agree to be bound by these Terms and Conditions. If you do not agree, you must not access or use the Services.

By accepting these Terms, you represent and warrant that you are at least 18 years of age. The Company does not permit individuals under the age of 18 to use the Service.

##### **2. Storage and Security**

Data is securely stored using Amazon Web Services (AWS), and payments are processed through Stripe, ensuring the protection of financial information.

##### **2.1 Privacy Policy**

Access to and use of Lety is also conditioned upon acceptance of the Company’s Privacy Policy. The processing of personal data collected by Lety is governed by the Privacy Policy available at: <https://www.lety.ai/politica-privacidadydatos>

##### **2.2 User Responsibility for Third-Party Data**

Personal data collected by Lety users through use of the Platform shall be the sole responsibility of the respective user and subject to that user’s own data protection policies.

##### **3. Installations and Integrations**

After acquiring Lety’s services, users may opt for additional installation or integration services to connect Lety with their tools or processes. These additional services will be quoted separately and communicated to the user.

If installation services are contracted, onboarding support will be provided according to the commercial proposal. If users choose self-installation, they may follow the installation guide and proceed with plan registration and setup independently.

##### **4. Plans, Subscription Model, and Payments**

###### **4.1 Plans**

Lety offers various subscription plans tailored to different business needs. Current plans are published at [www.lety.ai](http://www.lety.ai).

Plans may be modified from time to time. Unless otherwise stated, changes in pricing or scope will take effect at the beginning of the next monthly billing cycle. Continued use of Lety after a pricing change becomes effective constitutes acceptance of the modified fee.

Users may cancel subscriptions in accordance with these Terms if they do not agree with any changes.

## **4.2 Payments**

Lety operates under a monthly subscription model with automatic payments processed via Stripe.

### **4.2.1 Initial Payment:**

The first payment is charged on the date of registration.

### **4.2.2 Monthly Billing Date:**

The billing date will occur every 30 calendar days following the initial payment.

### **4.2.3 Late Payments:**

To avoid service interruption, payment must be made on the billing date. A grace period of up to seven (7) days applies, during which up to four (4) automatic payment attempts may be made.

If payment is delayed, the next billing date remains unchanged. The subsequent charge will occur 30 days after the original billing date, adjusted by the number of delayed days.

## **5. Additional Subscriptions and External Services**

Users may require additional third-party subscriptions such as WhatsApp API or ChatGPT access.

### **5.1 WhatsApp API**

If the user integrates Lety with WhatsApp API or similar tools, additional charges may apply based on the provider's current pricing. The user must subscribe directly through the provider and payments will be billed by such third party.

### **5.2 ChatGPT Usage**

Users must maintain sufficient account balance for consumption of ChatGPT models used within Lety. Once credits are exhausted, users must recharge to continue generating messages, according to the selected model's usage rates.

## **6. Promotional Incentives and Free Trials**

Lety may offer promotional campaigns or incentives. Terms and scope will be communicated at the time of the promotion.

Free trials for new users operate under the following rules:

- Activation occurs through designated links.
- During the trial period, users may explore and use the Platform.
- If the user does not wish to continue, cancellation must be completed via the “Cancel” button before the trial ends.
- If no cancellation occurs, the subscription will automatically begin and billing will be initiated.
- The Company reserves the right to modify or cancel any free trial at any time without prior notice.

## **7. Cancellation**

No minimum commitment period is required. Users may cancel at any time via the Platform’s “Cancel” button.

The service will remain active until the next billing date. No refunds will be issued for unused days within a paid period.

Upon cancellation—whether voluntary or due to non-payment—all user content may be deleted. If services are resumed, users must re-upload all data.

## **8. Refunds**

Refund requests will be evaluated in the following cases:

- Billing errors.
- Cancellation of semiannual or annual plans (refunds apply only to unused service periods after cancellation submission).

Installation fees are non-refundable.

No refunds will be issued for prior services or for unused credits. Credits remain available indefinitely if unused.

## **9. User Responsibilities**

Users agree to:

- Provide accurate and current account information.
- Maintain password confidentiality.
- Accept responsibility for AI instructions and outputs generated.
- Ensure they have legal rights to publish uploaded content.
- Refrain from transmitting illegal, defamatory, harmful, misleading, or infringing content.

Users are encouraged to maintain independent backups of their data.

## **10. Intellectual Property**

All software, content, and design elements of Lety are owned by or licensed to the Company and are protected under applicable intellectual property laws.

## **11. Limitation of Liability**

The Company shall not be liable for indirect, incidental, special, or consequential damages.

The Company's total liability shall not exceed the amount paid by the user in the preceding twelve (12) months.

## **12. Suspension or Termination**

The Company may suspend or terminate the Service at its sole discretion, with or without notice, for violation of these Terms.

## **13. Governing Law and Dispute Resolution**

These Terms and any dispute arising from the use of Lety shall be governed by the laws of the State of Florida, United States of America, without regard to conflict of law principles.

## **14. Modifications**

The Company reserves the right to modify these Terms at any time. Changes take effect immediately upon publication.

## **CHAPTER 2**

### **Security, Integrity, and Confidentiality**

The Platform is designed according to principles of confidentiality, integrity, availability, and security.

Infrastructure providers include:

- Amazon Web Services (AWS)
- Cloudflare
- MongoDB Atlas

Security measures include:

- Virtual Private Cloud (VPC) environments
- Environment segmentation (production/staging)
- Security Groups traffic control
- AES-256 encryption at rest
- TLS encryption in transit
- Web Application Firewall (WAF)
- DDoS mitigation
- Role-Based Access Control (RBAC)
- JWT secure authentication
- Logical multi-tenant separation

Two-factor authentication (2FA) is not currently implemented but may be introduced in future versions.

External integrations (including OpenAI) are secured via encrypted HTTPS connections. API keys are stored exclusively server-side.

The Platform applies principles aligned with GDPR, including:

- Data minimization
- Purpose limitation
- Logical tenant isolation
- Event logging and traceability
- Data anonymization or deletion when applicable

Absolute security cannot be guaranteed; however, continuous improvement measures are maintained.

## **CHAPTER 3**

### **Data Processed, Flow, and Retention**

#### **1. Types of Data Processed**

##### **Identification Data**

- Email address
- User name
- Agency or company name
- Stripe identifiers

Credit card data is never stored by the Platform.

##### **Conversations**

Stored in MongoDB Atlas, including chat messages, AI responses, and contextual memory.

##### **Account Configuration**

Stored in PostgreSQL (AWS RDS).

##### **Training Data**

Documents uploaded by users are stored in private AWS S3 buckets. Embeddings are stored in PostgreSQL (pgvector).

#### **2. Data Retention**

- Conversations: Stored indefinitely; soft deletion upon deactivation.
- Account Data: Persist indefinitely; soft deletion available.

- Billing Data: Managed by Stripe.
- Training Documents: Deleted manually by the user; embeddings deleted simultaneously.

### **3. AI Model Usage**

Conversations are treated as confidential and are not used by Lety to train proprietary models.

When AI processing is required, data may be transmitted securely to OpenAI via API.

According to OpenAI's public policy:

- API data is not used for model training.
- Data may be retained for up to 30 days for abuse monitoring and legal compliance.
- Data is deleted thereafter unless legally required.

Users are encouraged to review OpenAI's official privacy policy for further information.