

TALYX AI TERMS OF SERVICE

Classification: Legal Agreement

Effective Date: October 17, 2025

Version: 1.0

ARTICLE 1: AGREEMENT STRUCTURE AND ACCEPTANCE

1.1 Binding Agreement

These Terms of Service constitute a binding legal agreement between you (individually or on behalf of an entity, referred to as "Client," "you," or "your") and Talyx AI, Inc., together with its subsidiaries and affiliates (collectively "Talyx," "we," "us," or "our"). By accessing or using Talyx websites, platforms, applications, services, or entering into service engagements with Talyx, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.

1.2 Agreement Components

This Agreement comprises:

These Terms of Service establishing general terms and conditions

Service-specific Statements of Work or Engagement Letters detailing scope, deliverables, timeline, and compensation for specific engagements

Privacy Policy governing personal data processing practices

Cookie Policy addressing tracking technologies on digital properties

Additional policies and guidelines incorporated by reference

1.3 Acceptance Authority

By accepting these Terms, you represent and warrant that:

You have legal capacity and authority to enter binding agreements

If acting on behalf of an entity, you have authority to bind that entity to these Terms

You meet eligibility requirements for Talyx services

Your use of Talyx services complies with all applicable laws and regulations

1.4 Modifications to Terms

Talyx reserves the right to modify these Terms at any time. Material changes will be communicated through prominent website notice, email notification to registered users, or direct communication during active engagements. Continued use of Talyx services after modification effective date constitutes acceptance of updated Terms. If you do not agree with modifications, discontinue use of Talyx services and notify us to terminate active engagements per termination provisions.

1.5 Supplemental Terms

Specific services, features, or engagements may be subject to additional terms, conditions, or policies. Supplemental terms are incorporated into this Agreement and, in the event of conflict, supersede these general Terms for the specific service or engagement to which they apply.

ARTICLE 2: SERVICE DESCRIPTION AND SCOPE

2.1 Talyx Service Offerings

Talyx provides premium AI strategy implementation services designed to deliver guaranteed operational alpha to growth-oriented businesses and elite wealth management teams. Our services include:

AI Strategy Development and Implementation: Comprehensive analysis, strategy formulation, and systematic implementation of artificial intelligence capabilities aligned with business objectives and operational requirements.

Guaranteed Outcome Delivery: Contractually guaranteed operational alpha with minimum thresholds specified in service-specific engagement agreements, typically starting at \$250,000 within 90-day implementation periods.

Capability Development and Knowledge Transfer: Systematic development of internal capabilities creating "competitive architects" rather than external dependencies, including documentation, training, and certification programs.

Performance Measurement and Validation: Real-time performance tracking, transparent measurement systems, and independent validation of guaranteed outcome achievement.

Contrarian Opportunity Framework Implementation: Systematic exploitation of market opportunities competitors avoid due to risk aversion, capability gaps, or strategic misalignment.

2.2 Digital Properties and Platforms

Talyx operates various digital properties providing access to thought leadership, research, tools, and engagement interfaces:

Corporate websites including www.talyx.ai and associated domains

Client portals and performance dashboards

Mobile applications and software tools

Knowledge repositories and research libraries

Communication and collaboration platforms

All digital properties are provided subject to these Terms and applicable usage policies.

2.3 Service Delivery Methodology

Talyx employs a systematic implementation methodology incorporating:

Discovery and Assessment: Comprehensive organizational analysis, capability maturity evaluation, opportunity identification, and engagement scope definition.

Strategy Development: AI opportunity prioritization, implementation roadmap creation, resource allocation planning, and performance measurement framework establishment.

Systematic Implementation: Phased deployment of AI capabilities, process integration, technology implementation, and change management protocols.

Performance Validation: Continuous measurement against guaranteed outcomes, transparent reporting, independent validation, and guarantee fulfillment documentation.

Capability Certification: Assessment of internal capability development, knowledge transfer validation, certification of competitive architect status.

2.4 Service Limitations and Exclusions

Talyx services do not include:

Technology product sales or software licensing (unless specifically contracted)

Ongoing managed services or operational outsourcing (unless specifically contracted)

Legal, accounting, tax, or regulatory compliance advice (though we coordinate with your professional advisors)

Guarantees or representations regarding specific AI technology performance or third-party platform capabilities

Services outside scope specified in engagement-specific agreements

ARTICLE 3: GUARANTEED OUTCOME FRAMEWORK

3.1 Guarantee Structure

Talyx's three-tier brand promise framework establishes differentiated value commitments:

Tier 1 - Contractual Outcome Guarantee: Legally binding guarantee of minimum operational alpha achievement specified in engagement agreements, typically \$250,000 or more within 90-day implementation periods. This guarantee is contractually enforceable and subject to specific measurement, validation, and fulfillment provisions.

Tier 2 - Capability Transformation Promise: Commitment to develop internal capabilities enabling sustained competitive advantage beyond engagement completion. Measured through capability maturity assessments and certification program completion.

Tier 3 - Experience Excellence Promise: Commitment to exceptional engagement experience meeting or exceeding professional services industry standards. Measured through client satisfaction assessments and relationship quality metrics.

3.2 Guarantee Applicability and Conditions Precedent

The Tier 1 Contractual Outcome Guarantee applies subject to satisfaction of conditions precedent including:

Client Qualification: Organization meets Talyx ideal client profile criteria including growth orientation, leadership commitment, resource availability, and transformation readiness thresholds specified during discovery process.

Engagement Scope Agreement: Mutual agreement on engagement scope, guaranteed outcome definition, measurement methodology, timeline, and resource commitments documented in Statement of Work.

Prerequisite Fulfillment: Client completion of required discovery activities, data provision, stakeholder engagement, and resource allocation per engagement agreement.

Cooperative Engagement: Client adherence to engagement protocols, timely decision-making, resource availability, and active participation in implementation activities.

External Factor Stability: Absence of material adverse changes in client business circumstances, technology infrastructure failures beyond Talyx control, or force majeure events preventing implementation.

3.3 Guarantee Measurement Methodology

Operational alpha measurement employs transparent, verifiable methodologies established during engagement initiation:

Baseline Establishment: Documentation of pre-engagement operational metrics, cost structures, performance baselines, and measurement infrastructure.

Measurement Framework: Definition of specific operational metrics, data sources, calculation methodologies, and validation procedures agreed upon by both parties.

Data Collection Protocols: Systematic data gathering from client operational systems, third-party validation sources, and independent measurement infrastructure.

Performance Attribution: Methodologies isolating operational improvements attributable to Talyx implementations from external factors, market conditions, and unrelated initiatives.

Validation Procedures: Independent verification of measurement accuracy, calculation correctness, and guarantee fulfillment determination.

3.4 Guarantee Fulfillment and Compensation

Talyx compensation structure reflects hybrid risk-sharing model aligning our success with client outcomes:

Base Compensation: Professional fees for Talyx expertise, methodology application, and implementation services as specified in engagement agreements.

Performance Bonus: Additional compensation earned upon guarantee fulfillment validation, typically calculated as percentage of operational alpha exceeding guaranteed minimum.

Guarantee Shortfall Protection: If measured operational alpha falls below guaranteed minimum through no client fault and absent disqualifying factors, Talyx provides: (a) continued implementation services at no additional charge until guarantee achievement, or (b) fee reduction or refund per specific engagement agreement provisions.

Payment Terms: Detailed payment schedule, milestone-based payments, and performance bonus calculation procedures specified in engagement agreements.

3.5 Guarantee Exclusions and Limitations

The Contractual Outcome Guarantee does not apply and Talyx bears no liability for guarantee shortfalls when:

Client fails to satisfy conditions precedent or materially breaches engagement obligations

Client implements material operational changes outside Talyx recommendations without consultation

External factors beyond Talyx reasonable control prevent implementation (force majeure, technology platform failures, regulatory changes, market disruptions)

Client withholds necessary data, access, resources, or decision-making authority

Client terminates engagement prior to completion of implementation period specified for guarantee measurement

Disqualifying events specified in engagement-specific agreements occur

ARTICLE 4: CLIENT OBLIGATIONS AND RESPONSIBILITIES

4.1 Information Provision and Accuracy

Client shall:

Provide complete, accurate, and timely information necessary for service delivery

Grant Talyx access to operational data, systems, and personnel required for analysis and implementation

Ensure accuracy of data provided and promptly notify Talyx of any material inaccuracies

Maintain confidentiality of proprietary Talyx methodologies, frameworks, and tools

4.2 Resource Allocation and Availability

Client shall:

Allocate sufficient internal resources including personnel time, technology infrastructure, and budget for successful implementation

Ensure availability of key stakeholders for discovery, strategy sessions, implementation activities, and decision-making

Designate engagement liaison with authority to coordinate activities and facilitate organizational access

Provide technology environment access necessary for AI implementation and integration

4.3 Decision-Making and Timelines

Client shall:

Make timely decisions on recommendations, implementation approaches, and strategic alternatives

Adhere to agreed engagement timelines, milestone schedules, and deliverable review periods

Provide feedback on deliverables within specified timeframes

Escalate issues or concerns promptly through designated communication channels

4.4 Compliance and Legal Requirements

Client represents, warrants, and covenants that:

Client has legal right to provide data and access granted to Talyx

Client use of Talyx services complies with all applicable laws, regulations, and industry requirements

Client maintains necessary licenses, permits, and approvals for business operations

Client will not use Talyx services for unlawful purposes or in violation of third-party rights

4.5 Feedback and Cooperation

Client shall:

Participate in capability assessments, maturity evaluations, and certification programs

Provide constructive feedback on Talyx methodologies and service delivery

Cooperate with performance measurement and guarantee validation activities

Complete engagement surveys and assessment instruments

ARTICLE 5: INTELLECTUAL PROPERTY RIGHTS

5.1 Talyx Proprietary Materials

Talyx retains all ownership rights to:

Proprietary methodologies, frameworks, and analytical techniques including Contrarian Opportunity Framework, capability development methodologies, and performance measurement systems

Pre-existing intellectual property including software tools, templates, research, and knowledge assets

Talyx branding, trademarks, service marks, and visual identity elements

Enhancements, modifications, or derivative works of Talyx proprietary materials

General knowledge, expertise, and professional capabilities developed independently or prior to engagement

5.2 Client Proprietary Materials

Client retains all ownership rights to:

Pre-existing client intellectual property, data, and confidential information

Client-specific business strategies, operational data, and proprietary information

Client branding, trademarks, and visual identity elements

Technology infrastructure, applications, and systems owned or licensed by client

5.3 Engagement-Specific Deliverables

Ownership of engagement-specific deliverables created for client is allocated as follows:

Client-Specific Strategic Recommendations: Client receives ownership of strategic plans, implementation roadmaps, and recommendations specifically created for client's business, subject to Talyx retaining right to utilize underlying methodologies and frameworks.

Implementation Documentation: Client receives ownership of operational procedures, process documentation, and training materials specifically developed for client's organization.

Custom Software or Tools: Ownership allocated per engagement-specific agreement; typically client receives license to use tools while Talyx retains ownership of underlying code and methodology.

Performance Data and Metrics: Client retains ownership of operational data while Talyx retains right to use deidentified, aggregated data for benchmarking, research, and methodology improvement.

5.4 License Grants

Talyx grants client non-exclusive, non-transferable, limited license to use Talyx proprietary methodologies, frameworks, and tools solely for client's internal business purposes during and after engagement completion, subject to:

Prohibition on reverse engineering, decompilation, or disassembly

Prohibition on transfer, sublicense, or disclosure to third parties without Talyx consent

Requirement to maintain confidentiality of proprietary elements

Right to use terminates upon material breach of license terms

Client grants Talyx license to use client data, materials, and information necessary for service delivery, performance measurement, and creation of deidentified benchmarking data.

5.5 Intellectual Property Indemnification

Each party indemnifies the other against third-party claims alleging that party's proprietary materials infringe intellectual property rights, subject to: (a) prompt written notice of claim, (b) exclusive control of defense and settlement, and (c) reasonable cooperation from indemnified party.

ARTICLE 6: CONFIDENTIALITY

6.1 Confidential Information Definition

Confidential Information includes all non-public information disclosed by one party to the other, whether orally, in writing, or in electronic form, including:

Business strategies, operational data, financial information, and performance metrics

Proprietary methodologies, frameworks, analytical techniques, and intellectual property

Client customer data, employee information, and competitive intelligence

Talyx pricing, engagement approaches, and delivery methodologies

Information designated as confidential or which reasonably should be understood as confidential given nature or circumstances of disclosure

6.2 Confidentiality Obligations

Each party agrees to:

Maintain confidentiality of other party's Confidential Information

Use Confidential Information solely for purposes of this Agreement

Disclose Confidential Information only to employees, contractors, and advisors with need to know and bound by confidentiality obligations

Implement reasonable security measures protecting Confidential Information from unauthorized access or disclosure

Promptly notify disclosing party of any unauthorized access, use, or disclosure

6.3 Confidentiality Exceptions

Confidentiality obligations do not apply to information that:

Is or becomes publicly available through no breach of this Agreement

Was rightfully known by receiving party prior to disclosure

Is independently developed by receiving party without use of Confidential Information

Is rightfully received from third party without confidentiality obligations

Must be disclosed pursuant to legal requirement, provided receiving party gives prompt notice to disclosing party and cooperates in seeking protective measures

6.4 Return or Destruction

Upon engagement termination or request by disclosing party, receiving party shall promptly return or destroy Confidential Information (except copies required for legal compliance or

archived per standard backup procedures), and certify such return or destruction upon request.

6.5 Survival

Confidentiality obligations survive engagement termination for five years, except for trade secrets which remain confidential for so long as they qualify as trade secrets under applicable law.

ARTICLE 7: DATA PROTECTION AND PRIVACY

7.1 Data Processing Roles

During service engagements, data processing roles are allocated as follows:

Talyx as Data Processor: When processing client personal data on client's behalf during service delivery, Talyx acts as data processor (or service provider under certain laws) and processes data solely per client instructions and engagement scope.

Talyx as Data Controller: When collecting personal data for Talyx's own business purposes including relationship management, marketing, and research, Talyx acts as data controller and processes data per Talyx Privacy Policy.

7.2 Data Processing Obligations

When acting as data processor, Talyx shall:

Process personal data only per documented client instructions and engagement scope

Implement appropriate technical and organizational security measures

Engage subprocessors only with client consent per engagement agreements

Assist client in responding to data subject rights requests

Assist client in meeting compliance obligations regarding security, breach notification, and impact assessments

Delete or return personal data upon engagement completion per client instructions

Demonstrate compliance through audits, certifications, and documentation

7.3 Data Processing Agreements

Service engagements involving personal data processing are governed by data processing agreements or addenda addressing:

Scope, nature, purpose, and duration of processing

Types of personal data and categories of data subjects

Client obligations and instructions for processing

Security measures and subprocessor arrangements

Data subject rights procedures and breach notification protocols

International data transfer mechanisms and safeguards

Audit rights and compliance verification procedures

7.4 Privacy Policy Application

Talyx's processing of personal data for its own business purposes is governed by Talyx Privacy Policy available at [Privacy Policy URL] and incorporated into this Agreement by reference.

7.5 Client Responsibilities

Client represents, warrants, and covenants that:

Client has legal basis for providing personal data to Talyx

Client has provided necessary privacy notices to data subjects

Client's instructions to Talyx comply with applicable privacy laws

Client will not request Talyx to process data in violation of law

ARTICLE 8: REPRESENTATIONS AND WARRANTIES

8.1 Mutual Representations

Each party represents and warrants that:

It has legal capacity and authority to enter and perform under this Agreement

Its execution and performance of this Agreement does not violate any agreement or obligation to which it is bound

It will comply with all applicable laws and regulations in connection with this Agreement

8.2 Talyx Representations and Warranties

Talyx represents and warrants that:

Talyx possesses requisite expertise, qualifications, and resources to provide services described herein

Services will be performed in professional, workmanlike manner consistent with industry standards

Talyx proprietary materials do not infringe third-party intellectual property rights

Talyx will use qualified personnel with appropriate expertise for service delivery

8.3 Client Representations and Warranties

Client represents and warrants that:

Information and data provided to Talyx is accurate, complete, and not misleading

Client has legal right to provide data and grant access required for service delivery

Client use of services complies with applicable laws and third-party rights

Client has disclosed all material facts relevant to engagement scope and guarantee applicability

8.4 Services Disclaimer

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TALYX PROVIDES SERVICES "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR NON-INFRINGEMENT. TALYX DOES NOT WARRANT THAT SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR MEET SPECIFIC REQUIREMENTS BEYOND GUARANTEED OUTCOME COMMITMENTS.

8.5 Third-Party Technology Disclaimer

TALYX MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THIRD-PARTY TECHNOLOGIES, PLATFORMS, OR SERVICES THAT MAY BE RECOMMENDED OR INTEGRATED DURING ENGAGEMENTS. CLIENT IS RESPONSIBLE FOR EVALUATING AND SELECTING THIRD-PARTY SOLUTIONS AND FOR COMPLIANCE WITH THIRD-PARTY TERMS AND CONDITIONS.

ARTICLE 9: LIMITATION OF LIABILITY

9.1 Liability Cap

EXCEPT FOR EXCLUDED CLAIMS SPECIFIED IN SECTION 9.3, EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CLIENT TO TALYX DURING THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO LIABILITY.

9.2 Consequential Damages Exclusion

EXCEPT FOR EXCLUDED CLAIMS SPECIFIED IN SECTION 9.3, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOST DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THEORY OF LIABILITY.

9.3 Liability Limitations Exceptions

Liability limitations in Sections 9.1 and 9.2 do not apply to:

Either party's indemnification obligations under Article 5 or Article 10

Either party's obligations under Article 6 regarding confidentiality

Either party's gross negligence or willful misconduct

Client's payment obligations for fees and expenses

Liability that cannot be limited under applicable law

Claims arising from violation of intellectual property rights

9.4 Guarantee-Specific Liability

Client's exclusive remedy for Talyx failure to achieve Contractual Outcome Guarantee is limited to guarantee shortfall protection provisions specified in Section 3.4, which may

include continued services, fee reduction, or partial refund per engagement-specific agreement terms. Client waives all other claims related to guarantee shortfalls, including claims for consequential damages, lost opportunity, or other indirect losses.

9.5 Allocation of Risk

The liability limitations in this Article reflect negotiated allocation of risk and form essential basis of this Agreement. Fees charged reflect this allocation of risk. Without these limitations, Talyx would not provide services on terms set forth herein.

ARTICLE 10: INDEMNIFICATION

10.1 Client Indemnification

Client shall indemnify, defend, and hold harmless Talyx and its affiliates, officers, directors, employees, agents, and representatives from and against all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to:

Client's breach of this Agreement

Client's violation of applicable laws or third-party rights

Inaccuracy of client representations or warranties

Content, data, or materials provided by client

Client's use of Talyx services in violation of this Agreement or applicable usage policies

10.2 Talyx Indemnification

Talyx shall indemnify, defend, and hold harmless Client and its affiliates, officers, directors, employees, agents, and representatives from and against all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to:

Talyx's breach of this Agreement

Talyx's violation of applicable laws

Infringement of third-party intellectual property rights by Talyx proprietary materials

Talyx's gross negligence or willful misconduct

10.3 Indemnification Procedures

A party seeking indemnification shall:

Promptly notify indemnifying party in writing of claim

Grant indemnifying party sole control of defense and settlement

Provide reasonable cooperation in defense at indemnifying party's expense

Not make admissions or settlements without indemnifying party's consent

10.4 Settlement Authority

Indemnifying party may not settle claims requiring indemnified party to admit liability, pay money, or take action without indemnified party's prior written consent.

ARTICLE 11: TERM AND TERMINATION

11.1 Agreement Term

This Agreement commences upon acceptance and continues until terminated per provisions herein. Service-specific engagements are governed by terms specified in Statements of Work or Engagement Letters, which may have defined terms and renewal provisions.

11.2 Termination for Convenience

Either party may terminate this Agreement for convenience upon thirty days' written notice, subject to:

Active engagement commitments continuing per engagement-specific terms or transitioning to orderly conclusion

Client remaining obligated for fees for services performed through termination effective date

Survival of provisions specified in Section 11.7

11.3 Termination for Cause

Either party may terminate this Agreement immediately upon written notice if:

Other party materially breaches Agreement and fails to cure within thirty days of written notice

Other party becomes insolvent, files bankruptcy, or undergoes similar proceedings

Other party engages in conduct materially harmful to terminating party's business interests or reputation

Circumstances arise making performance impossible or illegal

11.4 Effect of Engagement Termination on Guarantees

If client terminates engagement prior to completion of guarantee measurement period specified in engagement agreement:

Guarantee obligations become void and Talyx bears no liability for guarantee shortfall

Client remains obligated for fees for services performed through termination

Talyx retains fees paid and has no obligation to refund amounts based on guarantee non-achievement

If Talyx terminates for client cause, similar provisions apply. If Talyx terminates without cause, guarantee shortfall protections may apply per engagement-specific terms.

11.5 Suspension Rights

Talyx may suspend services without terminating Agreement if:

Client fails to pay undisputed fees when due

Client breaches security or confidentiality obligations

Client uses services in manner risking harm to Talyx or third parties

Legal or regulatory requirements necessitate suspension

Talyx will provide notice of suspension and opportunity to cure where feasible.

11.6 Post-Termination Obligations

Upon termination:

Client shall immediately pay all outstanding fees and expenses

Each party shall return or destroy other party's Confidential Information per Article 6

Licenses granted under Article 5 terminate except for client license to use engagement deliverables created for client's benefit

Talyx shall transition services per reasonable client requests to minimize disruption

Each party shall cooperate in orderly termination and transition

11.7 Survival

The following provisions survive termination: Articles 5 (Intellectual Property), 6 (Confidentiality), 8.4-8.5 (Disclaimers), 9 (Limitation of Liability), 10 (Indemnification), 12 (Dispute Resolution), and any provisions that by their nature should survive.

ARTICLE 12: DISPUTE RESOLUTION

12.1 Negotiation Requirement

Prior to initiating formal dispute resolution, parties shall attempt to resolve disputes through good faith negotiation. Either party may initiate negotiations by sending written notice describing the dispute to the other party's designated representative. Senior executives from each party shall meet within fifteen days to attempt resolution.

12.2 Mediation

If negotiation does not resolve the dispute within thirty days, parties shall submit the dispute to non-binding mediation administered by JAMS or similar recognized mediation service. Parties shall share mediation costs equally. Mediation shall occur in mutually agreed location or virtually.

12.3 Arbitration

If mediation does not resolve the dispute within sixty days of mediation initiation, either party may submit the dispute to binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Arbitration terms:

Single arbitrator mutually selected or appointed per JAMS procedures

Arbitration conducted in Dallas County, Texas unless parties agree otherwise

Arbitrator applies substantive law of Texas without reference to conflicts principles

Arbitrator may award legal and equitable remedies available under applicable law

Arbitrator's award is final, binding, and enforceable in any court of competent jurisdiction

Discovery permitted as arbitrator deems appropriate for fair resolution

Parties bear their own attorneys' fees unless arbitrator awards fees per Agreement terms or applicable law

Arbitration conducted confidentially with proceedings and award non-public except as required for enforcement or legal compliance

12.4 Exceptions to Arbitration

Either party may seek equitable relief in court without arbitration for:

Injunctive relief to protect intellectual property rights

Injunctive relief to prevent confidentiality breaches

Provisional remedies to prevent irreparable harm pending arbitration

Collection of undisputed fees or payments

12.5 Class Action Waiver

PARTIES AGREE TO RESOLVE DISPUTES INDIVIDUALLY AND WAIVE RIGHTS TO PURSUE CLAIMS AS PART OF CLASS ACTION, CONSOLIDATED ACTION, OR REPRESENTATIVE PROCEEDING. ARBITRATOR MAY NOT CONSOLIDATE CLAIMS WITHOUT CONSENT OF ALL PARTIES.

12.6 Governing Law and Jurisdiction

This Agreement is governed by laws of State of Texas without reference to conflicts of law principles. To the extent disputes are not subject to arbitration, parties consent to exclusive jurisdiction of state and federal courts located in Dallas County, Texas.

ARTICLE 13: GENERAL PROVISIONS

13.1 Entire Agreement

This Agreement, together with service-specific Statements of Work, Engagement Letters, Privacy Policy, Cookie Policy, and documents incorporated by reference, constitutes entire agreement between parties regarding subject matter and supersedes all prior agreements, understandings, and communications. No other representations, warranties, or commitments exist except as expressly stated herein.

13.2 Amendments

Amendments to this Agreement must be in writing signed by authorized representatives of both parties, except that Talyx may modify general Terms per Section 1.4. Service-specific terms may be modified per procedures specified in applicable Statement of Work or Engagement Letter.

13.3 Waiver

Failure to enforce any provision does not constitute waiver of that provision or of the right to enforce it subsequently. Waiver of any provision is effective only if in writing and signed by party granting waiver.

13.4 Severability

If any provision is held invalid or unenforceable, remaining provisions continue in full force and effect, and invalid provision shall be reformed to maximum extent permissible to effect parties' intent.

13.5 Assignment

Neither party may assign this Agreement without other party's prior written consent, except that Talyx may assign to affiliates or in connection with merger, acquisition, reorganization, or sale of substantially all assets. Any attempted assignment in violation of this provision is void. This Agreement binds and benefits parties' permitted successors and assigns.

13.6 Force Majeure

Neither party is liable for performance delays or failures resulting from causes beyond reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, governmental actions, internet or telecommunications failures, or epidemics/pandemics. Affected party shall promptly notify other party and use reasonable efforts to resume performance. If force majeure continues beyond sixty days, either party may terminate affected engagement.

13.7 Independent Contractors

Parties are independent contractors. Nothing in this Agreement creates partnership, joint venture, agency, employment, or fiduciary relationship. Neither party has authority to bind the other or incur obligations on other's behalf.

13.8 Notices

Notices under this Agreement must be in writing and delivered to addresses specified in engagement agreements or account records. Notices are effective upon personal delivery,

three business days after mailing, one business day after overnight courier delivery, or upon email confirmation of receipt.

13.9 Publicity

Neither party may issue press releases or public announcements regarding this Agreement or engagements without other party's prior written consent. Talyx may identify client as client in Talyx marketing materials and include general descriptions of services provided, subject to client approval and confidentiality obligations.

13.10 Export Compliance

Client acknowledges that Talyx services and deliverables may be subject to export control laws and regulations. Client agrees to comply with all applicable export laws and not to export, re-export, or transfer services or deliverables to prohibited countries, entities, or persons.

13.11 Government Rights

If client is government entity, Talyx provides services and deliverables as "Commercial Items" as defined in Federal Acquisition Regulation. Government entities receive only those rights specified in this Agreement.

13.12 Headings

Section and article headings are for convenience only and do not affect interpretation.

13.13 Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one agreement. Electronic signatures have same legal effect as original signatures.

ARTICLE 14: SPECIFIC WEBSITE AND DIGITAL PROPERTY TERMS

14.1 Acceptable Use

When accessing Talyx websites, platforms, and digital properties, you agree to:

Use digital properties only for lawful purposes

Not interfere with or disrupt services or networks

Not attempt unauthorized access to systems or data

Not transmit malicious code, viruses, or harmful materials

Not violate intellectual property rights or proprietary rights of others

Not harvest data or use automated tools without authorization

Not impersonate others or misrepresent affiliation

Comply with posted usage policies and guidelines

14.2 User-Generated Content

If you submit content to Talyx digital properties (comments, forum posts, survey responses), you grant Talyx non-exclusive, worldwide, royalty-free license to use, reproduce, modify, publish, and distribute such content for business purposes. You represent that you own or have rights to submitted content and that content does not violate third-party rights or laws.

14.3 Third-Party Links and Content

Talyx digital properties may contain links to third-party websites or integrate third-party content. Talyx does not endorse, control, or assume responsibility for third-party sites or content. You access third-party sites at your own risk and subject to those sites' terms and policies.

14.4 Digital Property Availability

Talyx strives to maintain digital property availability but does not guarantee uninterrupted or error-free access. Talyx may modify, suspend, or discontinue digital properties or features at any time without liability.

14.5 Account Security

If you create accounts on Talyx platforms, you are responsible for:

Maintaining confidentiality of credentials

All activities occurring under your account

Immediately notifying Talyx of unauthorized access or security breaches

Using only your own account and not sharing access

ARTICLE 15: CONTACT INFORMATION

For questions regarding these Terms of Service:

Talyx AI, Inc.

Legal Department

Email: info@talyx.ai