




LEGAL

Terms of Service

These are the terms that govern your relationship with Lumeairy. We've written them in plain language because you deserve to understand what you're agreeing to.

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SECTION 1

Acceptance of Terms

By signing up for, accessing, or using Lumeairy's services, you ("Client," "you," "your") agree to be bound by these Terms of Service and our Privacy Policy. If you are entering into this agreement on behalf of a business, you represent that you have the authority to bind that business to these terms.

If you do not agree to these terms, do not use our services. These terms constitute a binding legal agreement between you and Lumeairy.

Questions before signing up? Email us at shawn@lumeairy.com. We'll give you a straight answer — no sales pressure.

SECTION 2

The Service

Lumeairy provides a managed AI operator service. We deploy an autonomous operator customized for your business that handles tasks including but not limited to: lead follow-up, client communications, outreach sequences, daily briefings, and business operations you have explicitly configured.

What is included

- Initial operator setup and onboarding (2-week supervised mode, operator voice documentation, sequence configuration)
- Daily morning briefing delivered to your preferred channel
- Weekly performance report and monthly review
- Operator actions up to your plan's monthly limit
- Support via email with a 24-hour response guarantee
- Ongoing operator learning and refinement based on your feedback

Current pricing tiers

Spark

\$197/mo

1,000 operator actions/month. Ideal for solo operators and service businesses getting started.

Grow

\$277/mo

2,500 operator actions/month. For businesses with active lead pipelines and regular follow-up needs.

Scale

\$557/mo

7,500 operator actions/month. Full operator capability for high-volume client communication.

Partner

\$1,047/mo

Unlimited operator actions. Priority support, custom integrations, and dedicated operator management.

Pricing shown reflects founding member rates and is subject to change with 30 days' notice. Active subscriptions are grandfathered at their rate for 12 months from the date of subscription.

Lumeairy reserves the right to modify, suspend, or discontinue the service with 30 days' written notice. In the event of discontinuation, we will provide a prorated refund for the unused portion of any prepaid service.

SECTION 3

Accounts & Access

You are responsible for maintaining the confidentiality of your account credentials. You agree to notify us immediately at shawn@lumeairy.com if you suspect unauthorized access to your account.

- One account per business entity. Multiple businesses require separate accounts.
- You are responsible for all activity that occurs under your account
- Account credentials may not be shared with or transferred to third parties without our written consent
- You must provide accurate account information and keep it current
- You must be at least 18 years old and legally authorized to enter into contracts in your jurisdiction

Platform connections (Gmail, Instagram, Airtable, etc.) are authorized by you via each platform's official OAuth or API key system. You may revoke these connections at any time through the respective platform. Revoking a connection will disable the operator's ability to perform tasks dependent on that connection.

SECTION 4

Billing & Payment

Lumeairy is a subscription service billed monthly on the date of your initial payment. Billing is processed by Stripe, a PCI DSS Level 1 certified payment processor.

- **Free trial** — 7 days free. No credit card required until trial ends. Cancel anytime during trial at no charge.

- **Monthly billing** — Charged automatically on your billing date each month

- **Failed payments** — We will attempt to charge your payment method 3 times over 7 days. If payment cannot be collected, your service will be suspended until payment is resolved

- **Refunds** — We offer prorated refunds within 7 days of a billing cycle if you are unsatisfied with the service for documented reasons. No refunds for partial months after 7 days

- **Upgrades** — Plan upgrades take effect immediately; you are charged the prorated difference for the remainder of the billing period

- **Downgrades** — Plan downgrades take effect at the start of the next billing cycle

- **Taxes** — You are responsible for any applicable sales tax or VAT in your jurisdiction

SECTION 5

Your Responsibilities

By using Lumeairy, you represent and agree to the following:

- You have the legal right to provide us with the contact lists and data you share, including any required consent from those contacts for business communications

- All outreach and communications executed by your operator will comply with applicable law, including CAN-SPAM, TCPA, GDPR (if applicable), and any other regulations governing commercial communications in your jurisdiction
- You will not use Lumeairy to contact individuals who have opted out or requested to stop receiving communications from your business
- You will not use Lumeairy for spam, harassment, deceptive marketing, or any illegal purpose
- You will review your operator's performance and respond to flagged items or escalations in a timely manner
- You are responsible for the ultimate accuracy and appropriateness of all communications your operator sends on your behalf
- You will keep your account information and connected integrations current and accurate

Your operator represents your business. We'll build it to sound and act like you — but you remain legally responsible for the communications it sends. We'll flag anything that looks risky before it goes out.

SECTION 6

Our Responsibilities

Lumeairy commits to the following service standards:

- **Uptime** — We target 99%+ uptime. Planned maintenance is scheduled during off-peak hours (Sunday 2–4AM EST) with advance notice via your briefing
- **Incident transparency** — Any unplanned downtime or error affecting your operator will be communicated within 15 minutes of identification, with a full incident report within 24 hours
- **Support response** — All support requests answered within 24 hours on business days

- **Data integrity** — Your contact lists, communication history, and operator configuration will be maintained with care and backed up daily

- **Honest reporting** — Your daily briefings and performance reports will accurately reflect what your operator did. We do not inflate metrics.

- **Hard stops** — Your operator will never contact opt-outs, never send mass messages outside approved sequences, never make purchases without explicit authorization, and never access platforms you haven't connected

- **Privacy** — Your data will never be sold, shared with other clients, or used to train AI models

SECTION 7

Data & Ownership

What you own

You own all data you bring to Lumeairy: your contact lists, your client records, your business information. We are data processors acting on your instruction — not owners of your data.

You also own everything we build for your business: your operator's voice documentation, your configured sequences, your templates. These are based on your business and belong to your business. We will export them to you at any time and send them automatically upon cancellation.

What we own

Lumeairy owns its platform, infrastructure, software, methodologies, and the general operator frameworks we have developed. We retain the right to improve our systems using anonymized, aggregated, non-identifiable service usage data — never your specific business or client data.

Data processing

We process your data exclusively to deliver the Lumeairy service you subscribed to. We act as a data processor under your instruction. We do not use your data for any purpose other than running your operator. Full details are in our Privacy Policy.

SECTION 8

Acceptable Use

Lumeairy may not be used for:

- Spam, bulk unsolicited email, or any communication that violates CAN-SPAM, TCPA, or applicable anti-spam laws

- Harassment, threatening communications, or any form of abuse toward contacts

- Deceptive, misleading, or fraudulent marketing practices

- Contacting individuals who have legally opted out of commercial communications from your business

- Any illegal activity under applicable local, state, federal, or international law

- Attempting to reverse-engineer, copy, or replicate Lumeairy's operator systems or methodologies

- Sharing access with competitors or using the service to build a competing product

- Storing or processing data for which you do not have the legal right

Violation of these terms may result in immediate suspension or termination of service without refund and, where appropriate, reporting to relevant authorities.

SECTION 9

Cancellation

You may cancel Lumeairy at any time by sending a single message to shawn@lumeairy.com or directly to your operator. No cancellation fee. No contract. No conversation required if you don't want one.

- **Service continuation** — Your operator continues running until the end of your current billing period

- **No further charges** — We will not charge your payment method after cancellation confirmation

- **Data export** — We'll prepare and send you a full export of your data and operator configuration before account closure

- **Data deletion** — All your data will be deleted from our systems within 30 days of account closure. Immediate deletion available on request

- **Billing records** — Billing records retained 7 years as required by law (payment processor data only)

Lumeairy reserves the right to terminate or suspend accounts that violate these Terms of Service, with or without notice depending on the severity of the violation. In cases of termination for violation, no refund will be provided.

SECTION 10

Limitation of Liability

Lumeairy provides its services "as is" and makes no warranties, express or implied, regarding the outcomes of operator activity, including but not limited to: lead response rates, revenue generated, or specific business results.

To the maximum extent permitted by applicable law:

- Lumeairy's total liability for any claim arising from these terms or the service shall not exceed the amount you paid to Lumeairy in the 3 months preceding the claim

- Lumeairy is not liable for indirect, incidental, special, or consequential damages, including lost profits or lost business opportunities

- Lumeairy is not responsible for actions taken by third-party platforms (Gmail, Instagram, etc.) that affect your operator's ability to function

- Lumeairy is not responsible for the accuracy of contact information you provide or the legality of contacting those individuals under your local law

Nothing in these terms excludes or limits liability that cannot be excluded or limited by law, including liability for fraud, personal injury caused by negligence, or any other liability that cannot be excluded by law in your jurisdiction.

SECTION 11

Disputes

If you have a concern or dispute, email us first at shawn@lumeairy.com. We will respond within 2 business days and work in good faith to resolve it. Most issues can be resolved this way.

If a dispute cannot be resolved informally, the following applies:

- **Governing law** — These terms are governed by the laws of the State of Georgia, United States, without regard to conflict of law principles

- **Jurisdiction** — Any legal proceedings shall be brought in the courts of the State of Georgia

- **Arbitration** — For disputes under \$10,000, you and Lumeairy agree to resolve disputes through binding arbitration under JAMS rules, rather than in court, except where prohibited by law

- **Class action waiver** — You agree not to participate in class action claims against Lumeairy

- **Time limit** — Any claim must be brought within 1 year of the event giving rise to the claim

SECTION 12

Changes to These Terms

We will notify active Clients of material changes to these Terms of Service via your daily briefing at least 14 days before changes take effect. The updated terms will be posted at lumeairy.com/terms with a new effective date.

Your continued use of Lumeairy after the effective date of any changes constitutes your acceptance of the new terms. If you do not agree to the updated terms, you may cancel your service before they take effect without penalty.

For questions about these terms, contact us at shawn@lumeairy.com. You will receive a direct, plain-language answer from a real person.

Questions about these terms?

Email us. You'll get a real answer, not a form letter.

shawn@lumeairy.com

Lumeairy — You run your business. Lumeairy keeps it running.

