

Terms of Service

Fellowship Intelligence LLC | Last Updated: May 2026
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TERMS OF SERVICE Fellowship Intelligence LLC

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PART I, COMPANY TERMS (APPLIES TO ALL SERVICES) 1. Acceptance of Terms

By accessing or using the services or professional offerings provided by Fellowship Intelligence LLC ("Fellowship Intelligence," "we," "us," or "our"), you agree to be bound by these Terms of Service ("Terms") and all applicable Product Addenda. If you are entering into these Terms on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms. If you do not agree to these Terms, do not access or use the Services.

2. Company Identity and Status

Fellowship Intelligence LLC is a Nevada limited liability company operating as an artificial intelligence (AI) governance and decision-support advisory firm. The company focuses on helping organizations establish clear policies, governance frameworks, and operational structures for the responsible and controlled use of artificial intelligence systems.

Fellowship Intelligence provides advisory services exclusively. It does not operate proprietary software platforms, build or implement technical systems, or develop automation or engineering solutions on behalf of clients.

3. Services Description

Fellowship Intelligence provides AI governance design, organizational policy development, diagnostic assessments, decision-support advisory, workflow analysis, operator training, and related non-software advisory services (collectively, the "Services").

The Services are designed to support governance clarity, structured AI adoption, and organizational decision discipline. They are not legal, financial, medical, investment, regulatory, or other licensed professional services and do not replace the judgment of qualified professionals.

3A. AI Governance and Advisory Boundary

Fellowship Intelligence provides governance design, policy structuring, organizational frameworks, and decision-support analysis related to the use of artificial intelligence and other emerging technologies. These Services are intended to assist organizations in structuring internal governance practices. They do not constitute regulatory certification, compliance verification, legal interpretation, or formal risk assurance.

Use of Fellowship Intelligence Services does not establish Fellowship Intelligence as: a regulatory authority, a compliance auditor or certifying body, a licensed legal, accounting, or regulatory advisory firm, a technology safety guarantor, or an implementation, automation, or engineering provider.

Any governance policies, frameworks, or documentation produced through the Services are intended to support internal organizational decision-making. Responsibility for implementation, regulatory compliance, operational oversight, and risk management remains solely with the client organization.

Fellowship Intelligence does not guarantee that governance frameworks, policies, or systems will prevent operational failures, regulatory violations, data misuse, or unintended consequences arising from the use of artificial intelligence systems.

3B. Limited Availability and Pre-Release Services

Certain Services or offerings may be provided on a limited-availability, pilot, or early-access basis. You acknowledge and agree that such Services may be incomplete, experimental, or subject to change; contain limitations or reduced scope; or be modified, suspended, or discontinued at any time without notice. Fellowship Intelligence has no obligation to continue, support, or make generally available any limited-availability Services. Use of such Services is at your own risk.

4. Eligibility

You must be at least eighteen (18) years old and legally capable of entering into a binding agreement to use the Services. By using the Services, you represent and warrant that you meet this requirement.

This requirement does not apply to participants in Fellowship Intelligence educational programs, which are governed by separate program terms.

5. Account Responsibility

You are responsible for: maintaining the confidentiality and security of any account credentials; ensuring the accuracy of information you provide; and all activity that occurs under your account or engagement. You must notify Fellowship Intelligence promptly of any unauthorized access or use.

6. Intellectual Property and License

All frameworks, methodologies, diagnostic structures, output formats, documentation templates, training materials, system logic, branding, and related materials (excluding your input data) are and remain the exclusive property of Fellowship Intelligence, unless expressly stated otherwise in writing.

Subject to your compliance with these Terms and full payment of applicable fees, Fellowship Intelligence grants you: (a) a limited, non-exclusive, non-transferable, revocable license to access and use the Services during the engagement period; and (b) a limited, non-exclusive, non-transferable, irrevocable license to use, implement, and maintain for your internal business operations any work product delivered and fully paid for under a completed engagement. Neither license permits resale, sublicensing, public distribution, or representation of outputs as professional advice or authoritative determinations. The license in (b) shall not be affected by any subsequent termination, expiration, or dispute arising after delivery and

payment.

7. User Data Ownership and Use

You retain ownership of data, content, and information you submit to the Services ("User Data"). Fellowship Intelligence retains ownership of advisory frameworks, methodologies and diagnostic structures, output structures and presentation formats, and aggregated, anonymized, and de-identified learnings derived from service usage. Clients operating in sensitive or regulated sectors may negotiate a written restriction on Fellowship Intelligence's retention of anonymized learnings in a separately executed engagement agreement. Absent such a written restriction, Fellowship Intelligence's retention of aggregated, anonymized, and de-identified learnings is unrestricted.

We may use User Data solely to provide, maintain, and support the Services, subject to applicable law and reasonable confidentiality practices. We do not guarantee absolute confidentiality or security.

7A. Data Handling and Confidential Information

Fellowship Intelligence treats client-provided information as confidential business information when it is reasonably understood to be non-public or proprietary. Unless otherwise specified in a written agreement, Fellowship Intelligence may process, store, and transmit User Data using third-party infrastructure providers, including cloud hosting providers, communication platforms, and artificial intelligence systems necessary to deliver the Services.

Fellowship Intelligence does not intentionally use client confidential information to train proprietary artificial intelligence models owned by Fellowship Intelligence. However, certain Services may rely on third-party artificial intelligence systems whose data handling practices are governed by their own policies.

Clients are responsible for determining whether information submitted to the Services is appropriate to share with external systems or third-party providers.

Section 7B. Confidentiality Term

Each party's obligations to protect the other party's Confidential Information shall survive termination or expiration of these Terms or any engagement and shall continue for a period of five (5) years from the date of last disclosure of Confidential Information. Confidential Information that constitutes a trade secret shall be protected for so long as such information retains its trade secret status under applicable law."

8. Prohibited Use

You may not:

- Reverse engineer, decompile, or extract methodologies, frameworks, or system components
- Resell, sublicense, or publicly distribute outputs produced through the Services
- Use the Services for unlawful, deceptive, or misleading purposes
- Represent outputs as licensed professional advice or authoritative determinations

- Use the Services in violation of applicable export control, sanctions, or trade laws
- Use the Services to develop, operate, or distribute systems intended for fraud, harassment, unauthorized surveillance, or other unlawful activity

9. Fees and Payment

All fees are due and payable in full prior to commencement of Services. Fellowship Intelligence does not offer milestone billing, deferred payment arrangements, or credit terms. Services will not begin until full payment is received and confirmed.

Fees, pricing, and engagement terms are disclosed at the time of purchase or in a separate written agreement. Failure to pay applicable fees in full prior to commencement will result in cancellation of the engagement. Fellowship Intelligence has no obligation to commence or continue Services for which full payment has not been received and confirmed.

All fees are denominated and payable in United States Dollars (USD) unless otherwise specified in a written engagement agreement.

10. Termination

Fellowship Intelligence may suspend or terminate access to the Services at any time for violations of these Terms, non-payment, security concerns, or legal or regulatory requirements. Except in cases of non-payment, security incidents requiring immediate action, or legal or regulatory mandates, Fellowship Intelligence will provide written notice of the basis for termination and allow ten (15) business days to cure the identified violation before termination takes effect. Termination does not relieve you of accrued payment or legal obligations.

Refunds upon termination are governed by the Fellowship Intelligence Refund and Billing Policy. Prepaid fees are non-refundable upon termination, except as expressly provided in Section 17A (Force Majeure) or in a separately executed written engagement agreement signed by an authorized representative of Fellowship Intelligence.

The following provisions survive any expiration or termination of these Terms or any engagement agreement: Section 6(b) (Irrevocable License to Delivered Work Product), Section 7 (User Data Ownership and Use), Section 12 (Limitation of Liability), Section 13 (Indemnification), Section 14 (Governing Law), Section 15 (Arbitration and Dispute Resolution), Section 18 (Records Retention and Litigation Hold), and all accrued payment obligations.

Fellowship Intelligence reserves the right to decline implementation engagements following a Diagnostic or Assurance Assessment where, in Fellowship Intelligence's professional judgment, the engagement falls outside Fellowship Intelligence's risk acceptance parameters. The basis for any such declination will be provided to the client in writing.

Section 10A: Termination for Convenience

Either party may terminate an engagement governed by an executed Master Services Agreement and Statement of Work for convenience upon thirty (30) calendar days' prior written notice to the other party. Termination by Client for convenience does not entitle Client to a refund of prepaid fees, except as expressly provided in Section 17A (Force Majeure). For engagements not governed by an executed Master Services Agreement, this Section 10A does not apply, and the engagement remains subject to the prepaid, non-refundable terms set forth in the Refund and Billing Policy. Certain Continuity-tier engagements are subject to a minimum term as set forth in the applicable Statement of Work, including but not limited to a twelve (12) month minimum term for the Continuity Tier 1 (Governance Oversight) engagement. Minimum terms do not modify the prepaid, non-refundable nature of fees, except as expressly provided in Section 17A (Force Majeure).

11. Disclaimers

THE SERVICES ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." FELLOWSHIP INTELLIGENCE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

11A. Artificial Intelligence System Limitations

Certain Services may incorporate artificial intelligence systems, machine learning models, or automated reasoning tools to assist in analysis or output generation. Outputs generated by such systems may be probabilistic, assumption- dependent, incomplete, or inaccurate. AI-generated outputs may reflect limitations in underlying models, training data, or system design. Fellowship Intelligence does not guarantee the accuracy, completeness, reliability, or suitability of AI- assisted outputs for any particular purpose. Users are responsible for evaluating outputs and exercising independent judgment before relying on any information generated through the Services.

11B. Third-Party Technology Providers

Certain Services may rely on third-party infrastructure, software platforms, artificial intelligence models, data providers, or cloud services. Fellowship Intelligence does not control and is not responsible for the performance, availability, accuracy, security, or legal compliance of third-party services or technologies. Any disruptions, inaccuracies, or limitations arising from third-party providers are outside the control of Fellowship Intelligence.

11C. Performance Warranty (for MSA-Governed Engagements)

For engagements governed by an executed Master Services Agreement, Fellowship Intelligence warrants that it will perform the Advisory Services in a professional and workmanlike manner, consistent with the standards of the AI governance advisory industry. This warranty is exclusive and supersedes the general 'as is' disclaimer in Section 11 with respect to executed engagements. Client's exclusive remedy for breach of this warranty is re-performance of the deficient services or, at FI's option, a refund of fees paid for the deficient services.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW: Fellowship Intelligence shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages. Fellowship Intelligence shall not be liable for loss of profits, data, business, goodwill, or decision outcomes. Fellowship Intelligence's total liability shall not exceed the fees paid by you in the twelve (12) months preceding the event giving rise to the claim. Notwithstanding the foregoing, the limitations in this Section shall not apply to liability arising from Fellowship Intelligence's gross negligence, willful misconduct, or fraud.

Section 12A. Insurance

Fellowship Intelligence maintains a Technology Errors & Omissions / Professional Liability insurance policy with limits of \$1,000,000 per claim / \$2,000,000 aggregate, issued by TECHNOLOGY RISK RETENTION GROUP, INC. (the 'E&O Policy'). The E&O Policy includes coverage for advisory services related to artificial intelligence governance. You acknowledge that: (a) defense costs under the E&O Policy are within and reduce the available limit of liability; (b) coverage is subject to the terms, conditions, and exclusions of the E&O Policy; and (c) the liability cap in Section 12 is set at a level intended to preserve the meaningful availability of insurance proceeds. Upon written request from a client under an executed Master Services Agreement, Fellowship Intelligence will provide a current Certificate of Insurance evidencing coverage.

13. Indemnification

You agree to indemnify, defend, and hold harmless Fellowship Intelligence, its members, managers, officers, employees, contractors, and affiliates from and against all claims, damages, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees) arising from your use of the Services or violation of these Terms.

13A. Indemnification Cap: Your total indemnification obligations under this Section shall not exceed, in the aggregate, the total fees paid by you to Fellowship Intelligence in the twelve (12) months preceding the event giving rise to the indemnification obligation. This cap does not apply to obligations arising from your willful misconduct or fraud.

Fellowship Intelligence agrees to indemnify, defend, and hold harmless you and your officers, directors, employees, and agents from and against third-party claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising directly from Fellowship Intelligence's willful misconduct, fraud, or gross negligence in the performance of the Services.

Section 13B. Fellowship Intelligence IP Indemnification

Fellowship Intelligence shall defend, indemnify, and hold harmless you and your officers, directors, employees, and agents from and against any third-party claim that Fellowship Intelligence's proprietary frameworks or methodologies, as delivered to you, infringe any valid intellectual property rights of such third party, provided that you: (a) promptly notify Fellowship Intelligence in writing of such claim; (b) give Fellowship Intelligence sole control over the defense and settlement of such claim; and (c) provide Fellowship Intelligence with reasonable cooperation and assistance. Fellowship Intelligence's obligations under this Section 13B are subject to the liability cap in Section 12.

14. Governing Law

These Terms and any disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflict of law provisions.

15. Arbitration and Dispute Resolution

Any dispute, claim, or controversy arising out of or relating to these Terms or the Services shall be resolved exclusively by binding arbitration conducted in Nevada or remotely, in accordance with the JAMS Comprehensive Arbitration Rules and Procedures then in effect. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Nothing in this section shall prevent either party from seeking injunctive or other equitable relief in the state or federal courts located in Clark County, Nevada, where necessary to prevent irreparable harm, and each party consents to the personal jurisdiction of such courts for this limited purpose.

Class Action Waiver

YOU AND FELLOWSHIP INTELLIGENCE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.

If for any reason a claim proceeds in court rather than in arbitration, you and Fellowship Intelligence each waive any right to a jury trial and to participate in a class action, class arbitration, or representative action. To the extent applicable law in a particular jurisdiction prohibits contractual waiver of jury trial rights, this waiver shall not apply to disputes governed by such law.

16. Export Control and Sanctions Compliance

You represent that you are not subject to U.S. government sanctions or located in a sanctioned jurisdiction, and you agree not to use the Services in violation of applicable export control or trade laws.

17. Acceptable Use of Systems

Clients and users may not use Fellowship Intelligence Services to develop, operate, or distribute systems intended for unlawful activity, fraud, harassment, unauthorized surveillance, or other activities that violate applicable law or the rights of others. Fellowship Intelligence reserves the right to suspend or terminate Services if use of the Services creates legal or regulatory risk for the company, or if a client's use materially violates the Acceptable Use Policy or these Terms. Where termination is based solely on reputational concerns, Fellowship Intelligence will provide written notice and no fewer than ten (10) business days for the client to address or cure the identified concern before termination takes effect, except where immediate action is required to prevent ongoing harm.

17A. Force Majeure

Fellowship Intelligence shall not be liable for any failure or delay in performing its obligations under these Terms to the extent such failure or delay is caused by circumstances beyond Fellowship Intelligence's

reasonable control, including but not limited to: acts of God, natural disasters, pandemics or public health emergencies declared by a governmental authority, war, terrorism, riots, embargoes, acts of civil or military authority, government regulations or orders, internet or telecommunications failures or disruptions, cyberattacks or security incidents affecting third-party infrastructure, power outages, labor disputes or strikes, or other events outside Fellowship Intelligence's reasonable control ("Force Majeure Events").

In the event of a Force Majeure Event, Fellowship Intelligence will: (a) provide prompt written notice to affected clients describing the nature and expected duration of the Force Majeure Event; and (b) use commercially reasonable efforts to resume performance as soon as reasonably practicable. Obligations suspended due to a Force Majeure Event will resume without penalty once the event has subsided. If a Force Majeure Event continues for more than sixty (60) consecutive days, either party may terminate the affected engagement upon written notice, and Fellowship Intelligence will provide a pro-rated refund of prepaid fees for services not yet rendered.

If a client organization experiences a Force Majeure Event that prevents meaningful participation in an active engagement, the client may provide written notice to Fellowship Intelligence. Upon receipt of such notice, the parties will cooperate in good faith to determine whether to pause, restructure, or extend the engagement timeline. Fellowship Intelligence has no obligation to issue a refund solely on the basis of a client-side Force Majeure Event, but will make reasonable efforts to accommodate rescheduling where operationally practicable.

18. Records Retention and Litigation Hold

Fellowship Intelligence may retain records, logs, communications, and engagement-related data as required for legal, regulatory, security, audit, or business purposes. Fellowship Intelligence may place a litigation hold on relevant records in connection with actual or reasonably anticipated legal proceedings.

Fellowship Intelligence will lift a litigation hold and resume standard data retention and deletion practices promptly upon determination that the relevant proceeding is no longer reasonably anticipated or has been finally resolved.

19. Entire Agreement

These Terms, together with any applicable Product Addenda and written engagement agreements, constitute the entire agreement between you and Fellowship Intelligence with respect to the Services and supersede all prior or contemporaneous agreements, representations, or understandings. In the event of a conflict between these Terms and the Fellowship Intelligence Refund and Billing Policy regarding payment, billing, or refund matters, the Refund and Billing Policy governs.

20. Severability

If any provision of these Terms is found by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, shall be severed from these Terms. The remaining provisions shall continue in full force and effect.

21. Assignment

Fellowship Intelligence may assign or transfer these Terms, or any of its rights or obligations hereunder, to any affiliate, successor entity, or acquirer of all or substantially all of the assets or equity of Fellowship Intelligence, without your prior consent. You may not assign or transfer these Terms or any rights or obligations hereunder without the prior written consent of Fellowship Intelligence. Any purported assignment in violation of this section is void. These Terms shall bind and inure to the benefit of the parties and their respective permitted successors and assigns.

22. Amendments

Fellowship Intelligence may update or modify these Terms at any time by posting a revised version on its website with an updated "Last Updated" date. Continued use of the Services following the posting of any updated Terms constitutes acceptance of the revised Terms. If you do not agree to any updated Terms, you must discontinue use of the Services. Where Fellowship Intelligence maintains a current email address for an active account, it will make reasonable efforts to provide advance notice of material changes.

23. Waiver

No failure or delay by Fellowship Intelligence in exercising any right, power, or remedy under these Terms shall operate as a waiver of that right. No single or partial exercise of any right shall preclude any other or further exercise of that right or any other right under these Terms.

24. Notices

All legal notices required or permitted under these Terms shall be in writing and delivered by: (a) email to contact@fellowshipintelligence.com for notices to Fellowship Intelligence, or to the email address on file for the client account for notices to client, with written confirmation of receipt; or (b) nationally recognized overnight courier to the registered address of the receiving party. Notices are effective upon confirmed receipt.

25. No Third-Party Beneficiaries

These Terms are entered into solely for the benefit of Fellowship Intelligence and you. Nothing in these Terms, express or implied, is intended to or shall confer any rights, benefits, or remedies upon any third party, except as expressly provided in Section 21 (Assignment).

26. Relationship of the Parties

Fellowship Intelligence is an independent contractor. Nothing in these Terms creates or shall be construed to create any partnership, joint venture, agency, employment, or fiduciary relationship between the parties. Fellowship Intelligence does not owe fiduciary duties to you or your organization by virtue of these Terms or the Services provided hereunder.

27. MSA Precedence and Tiered Protection Disclosure

Clients who execute a Fellowship Intelligence Master Services Agreement ("MSA") and one or more Statements of Work ("SOWs") receive certain additional contractual protections set forth in those documents, which may include extended cure periods, expanded indemnification commitments, and a professional-standard performance warranty. The MSA and SOW control as to the parties to those executed agreements in the event of conflict with these Terms, except for Section 17A (Force Majeure refund mechanic), which controls in all cases.

These public Terms are the default terms governing Service use. Visitors and prospects who have not executed an MSA are governed by these public Terms only. To request the current MSA and SOW templates, contact contact@fellowshipintelligence.com.

PART II, PRODUCT ADDENDA The following Product Addenda apply to specific Fellowship Intelligence services and programs. Each addendum supplements the Company Terms above. In the event of a conflict between the Company Terms and a Product Addendum, the terms of the applicable Addendum govern for that specific service.

ADDENDUM A, AI Governance & Policy Structuring Services

A.1 Service Scope

Fellowship Intelligence may provide AI governance design services, including risk assessment, internal AI usage policy development, governance frameworks, acceptable-use policies, documentation, and related advisory deliverables. These services are intended to help organizations establish structured internal rules for the use of artificial intelligence technologies.

A.2 No Regulatory Certification

AI governance services do not constitute regulatory certification, legal compliance determination, or formal audit services. Fellowship Intelligence does not represent that any governance framework, documentation package, or internal policy created through the Services will satisfy the requirements of any regulator, government authority, or industry compliance program.

A.3 Client Responsibility

Clients remain solely responsible for: compliance with applicable laws and regulations; selection, deployment, and monitoring of AI systems; data governance and privacy obligations; and operational decision-making related to AI use.

A.4 Policy Implementation

Governance documentation produced by Fellowship Intelligence may require internal review, legal review, and operational implementation by the client organization. Fellowship Intelligence is not responsible for failures arising from improper implementation, modification, or non-implementation of governance policies.

A.5 No Tool or Vendor Recommendations

Fellowship Intelligence does not evaluate, recommend, endorse, or configure specific AI tools, software platforms, or technology vendors as part of governance advisory services. Governance frameworks produced through the Services are intended to be tool-agnostic. Technical implementation of any framework remains the responsibility of the client organization and its designated technical teams.

ADDENDUM B, Operational Stability Architecture (OSA) Diagnostic

B.1 Program Scope

Operational Stability Architecture (OSA) is an organizational diagnostic program designed to evaluate structural integrity within operational environments. The program may evaluate leadership structures, operational protocols, visibility of capabilities, systems alignment, and related operational factors.

B.2 Diagnostic Nature

OSA assessments are analytical diagnostics intended to provide structured observations regarding operational systems. They do not constitute operational certification, regulatory approval, or security guarantees.

B.3 No Operational Control

Fellowship Intelligence does not assume operational command, management authority, or control over any organization's personnel, security operations, or operational environment.

B.4 Implementation Responsibility

Clients remain fully responsible for operational decisions, staffing decisions, security practices, and implementation of any recommended structural changes arising from OSA diagnostic findings.

B.5 Industry Context

OSA diagnostics may be used by organizations operating in regulated or security-sensitive environments. Fellowship Intelligence does not provide security guard services, law enforcement services, or licensed security operations. OSA is a diagnostic advisory service only.

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