

Terms of Service

Effective Date: July 24, 2026 **Last Updated:** July 24, 2026

1. Agreement to These Terms

These Terms of Service ("Terms") govern your access to and use of www.lytherya.com (the "Site"), operated by Lytherya Corp. ("Lytherya," "we," "us," or "our"), a Delaware corporation. By accessing or using the Site, you agree to these Terms. If you do not agree, do not use the Site.

These Terms cover the Site only. They do not govern access to any Lytherya product, platform, demonstration environment, or service, which is provided only under a separate written agreement. If there is a conflict between these Terms and such an agreement, that agreement controls with respect to the product.

2. Changes to These Terms

We may modify these Terms at any time. Changes take effect when posted, and we will update the "Last Updated" date. Your continued use of the Site after changes are posted constitutes acceptance of the revised Terms.

3. Eligibility

You must be at least 18 years old to use the Site. If you use the Site on behalf of an organization, you represent that you have authority to bind that organization to these Terms.

4. Permitted Use

We grant you a limited, revocable, non-exclusive, non-transferable license to access and view the Site for your own informational and business evaluation purposes. All other rights are reserved.

5. Prohibited Conduct

You agree not to:

- scrape, crawl, harvest, index, or otherwise extract data from the Site by automated means, or use the Site's content to train, fine-tune, or evaluate any machine learning or artificial intelligence model, in each case without our prior written consent;
- reproduce, republish, distribute, or create derivative works from Site content except as permitted in Section 6;
- probe, scan, or test the vulnerability of the Site or any related system, or breach or circumvent any security or authentication measure;

- interfere with or disrupt the Site, including by transmitting malware or imposing an unreasonable load on our infrastructure;
- submit false, misleading, or impersonating information through any form on the Site;
- use the Site to send unsolicited commercial communications or to collect contact information for solicitation; or
- use the Site in violation of applicable law or these Terms.

6. Intellectual Property

The Site and all content on it — including text, graphics, design, layout, the Lytherya name and logo, and all other trademarks and service marks displayed — are owned by Lytherya or its licensors and are protected by intellectual property laws. You may view and print individual pages for your internal business purposes, provided you do not remove any proprietary notices. Nothing on the Site grants you any license or right to use any Lytherya trademark without our prior written permission.

7. Submissions and Feedback

If you send us questions, comments, suggestions, ideas, feature requests, workflow descriptions, or other feedback about Lytherya or our products (collectively, "Feedback"), you agree that:

- Feedback is provided voluntarily and is not confidential;
- we may use, reproduce, modify, and commercially exploit Feedback for any purpose, without restriction, attribution, compensation, or obligation to you; and
- you will not assert any intellectual property or other right against us with respect to Feedback or any product or feature that incorporates or resembles it.

Nothing in this Section grants us any right to your confidential business information or to information about any client or transaction, which you should not submit in the first place. See Section 8.

8. No Legal Advice; No Confidential Relationship

Lytherya is not a law firm and does not provide legal services or legal advice. Nothing on the Site is legal advice, and no content on the Site should be relied upon as a substitute for advice from qualified counsel.

Your use of the Site, including submission of any form, does not create a client relationship, a confidential relationship, or any other fiduciary relationship between you and Lytherya. Do not transmit through the Site any information that is confidential, privileged, subject to a protective order or non-disclosure agreement, or that concerns an actual or contemplated transaction or client matter. Information you submit through the Site is not treated as confidential.

9. No Offer of Securities; Forward-Looking Statements

Nothing on the Site constitutes an offer to sell, or a solicitation of an offer to buy, any security, nor does it constitute investment advice or a recommendation of any kind. Any securities offering by Lytherya is made only through definitive offering documents to eligible investors.

Content on the Site may describe planned features, product direction, market opportunity, or business expectations. These statements are forward-looking, reflect our views as of the date posted, and are subject to risks and uncertainties. Actual results may differ materially. We undertake no obligation to update them.

10. Third-Party Links

The Site may contain links to third-party websites. We do not control, endorse, or assume responsibility for third-party content, products, or practices. Your dealings with third parties are solely between you and them.

11. Disclaimer of Warranties

THE SITE AND ALL CONTENT ON IT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

We do not warrant that the Site will be uninterrupted, secure, or error-free, that defects will be corrected, or that any content is accurate, complete, or current. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above may not apply to you.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LYTHERYA AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, BUSINESS, OR GOODWILL, ARISING OUT OF OR RELATING TO YOUR USE OF THE SITE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SITE OR THESE TERMS WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100).

These limitations apply even if a limited remedy fails of its essential purpose. Some jurisdictions do not allow certain limitations, so some of the above may not apply to you.

13. Indemnification

You agree to indemnify and hold harmless Lytherya and its officers, directors, employees, and agents from any claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of your use of the Site, your violation of these Terms, or your violation of any law or third-party right.

14. Suspension and Termination

We may suspend or terminate your access to the Site at any time, for any reason, without notice. Sections 6 through 16 survive any termination.

15. Governing Law and Venue

These Terms are governed by the laws of the State of New York, without regard to its conflict-of-laws rules. Any dispute arising out of or relating to these Terms or the Site will be brought exclusively in the state or federal courts located in New York County, New York, and you consent to personal jurisdiction and venue in those courts and waive any objection based on inconvenient forum.

EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THE SITE.

Any claim arising out of or relating to the Site must be brought within one year after the claim arises, or it is permanently barred.

16. General

Entire agreement. These Terms and our Privacy Policy constitute the entire agreement between you and Lytherya regarding the Site and supersede any prior understandings.

Severability. If any provision is held unenforceable, it will be modified to the minimum extent necessary and the remaining provisions will remain in effect.

No waiver. Our failure to enforce any provision is not a waiver of our right to do so later.

Assignment. You may not assign these Terms. We may assign them without restriction, including in connection with a merger, financing, or sale of assets.

No third-party beneficiaries. These Terms create no rights in any third party.

Privacy. Our collection and use of information is described in our Privacy Policy, available at www.lytherya.com/privacypolicy, which is incorporated by reference.

17. Contact

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