



WEBSITE TERMS OF SERVICE

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Terms of Service

These terms of service ("**Terms**") apply to your ("**you**" or "**your**") use of all services provided by Fluent Conveyors LLC ("**Fluent Conveyors**," "**we**," "**us**," "**our**") and all websites, portals, and pages owned or operated by Fluent Conveyors, including those accessible through the domain: fluentconveyors.com (collectively, the "**Services**"). Please read these Terms carefully prior to using the Services.

PLEASE BE ADVISED THAT THESE TERMS CONTAIN PROVISIONS THAT GOVERN HOW DISPUTES BETWEEN US ARE RESOLVED, WHICH INCLUDES AN AGREEMENT TO ARBITRATE DISPUTES, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER. PLEASE READ ALL THESE PROVISIONS BEFORE USING THE SERVICE.

1. General Uses and Restrictions

By accessing and using the Services, you agree on your behalf, and on behalf of any entity or person on whose behalf you are accessing the Services, to abide by the Terms. We permit you to use and access the Services for lawful purposes only and only in a manner consistent with these Terms. Your agreement to the terms is a condition of being granted access to, and use of, the Services. If you do not agree with the Terms, you may not access the Services and must exit immediately.

By accessing the Service, you represent that i) you are at least 18 years of age, ii) you have the authority to agree to these Terms on your own behalf and on behalf of any organization or entity on whose behalf you are using or accessing the Services, and iii) all information provided by you is accurate.

2. Prohibited Uses

You agree not to use the Services to:

- a. violate any applicable law;
- b. send unsolicited marketing materials, including junk email, spam, or chain letters;
- c. post, transmit, or otherwise make available any material that is (a) threatening, harassing, degrading, hateful or intimidating; (b) defamatory, libelous, fraudulent, or otherwise tortious; (c) obscene, indecent, pornographic, or otherwise objectionable; or (d) protected by a third party's copyright, trademark, trade secret, right of publicity or privacy, or any other proprietary right without the express prior written consent of the applicable owner;
- d. post, insert, transmit, or otherwise make available any malicious or harmful software that is intended to (a) make unauthorized changes to or cause damage to any hardware, software, or equipment; (b) copy, provide unauthorized access to, or prevent authorized access to confidential information or personal information; or (c) prevent detection of any unauthorized invasion of any hardware, software or equipment;

- e. harvest or collect information about users of the Services;
- f. interfere with or disrupt the operation of the Services;
- g. reproduce, copy, modify, adapt, translate, create derivative works of, sell, resell, license, sublicense, rent, lease, loan, distribute, or otherwise exploit any portion of the Services except as expressly authorized by us;
- h. reverse engineer, decompile, or disassemble any portion of the Services;
- i. remove any copyright, trademark, or other proprietary notices from the Services;
- j. frame or mirror any portion of the Services, or otherwise incorporate any portion of the Services into any product or service;
- k. engage in any commercial activity or for any commercial purpose;
- l. train, enable, support, enhance, or provide functionality to any automated tools, artificial intelligence (“AI”), large language models, neural networks, analytics, machine learning technologies, AI-enabled services, or other related artificial intelligence technologies (“AI Systems”) using, in whole or in part, the Services, any User-Generated Content, or any information made available through the Service;
- m. incorporating, linking, compiling, bundling, embedding, distributing, deploying, or hosting the Services, any User-Generated Content, or any information made available through the Service within an AI System;
- n. For any commercial or for-profit manner or purpose, including, but not limited to, for the purpose of, or with the intention of initiating, future litigation or arbitration, including using the Services in order to trigger or induce an alleged violation of any law;
- o. systematically download and store Services content; or
- p. use any robot, spider, application, or other device to retrieve, index, scrape, mine, extract, or otherwise gather Services content.

We may terminate the Services or your use of the Services at any time.

3. Purchasing Requires Additional Terms

If you desire to purchase one or more products offered by Fluent Conveyors, additional terms apply. In particular, all purchases are governed by the purchase terms and conditions available at fluentconveyors.com/company/legal/purchase-terms-conditions (“**Purchase Terms and Conditions**”), the equipment hold, storage, and payment acknowledgement available at fluentconveyors.com/company/legal/equipment-storage-acknowledgement (“**Equipment Acknowledgement**”) and the limited warranty available at fluentconveyors.com/company/legal/warranty-coverage (“**Limited Warranty**”). By using the Services, you hereby automatically acknowledge and agree as follows: (i) all of the terms and conditions of the Purchase Terms, Equipment Acknowledgement, and Conditions and Limited Warranty are hereby incorporated into this Agreement by this reference and hereby govern and apply to you; (ii) all sales of products and services are subject to the Purchase Terms, Equipment Acknowledgement, and Conditions and Limited Warranty; and (iii) you agree to be bound by, and to comply with,

the Purchase Terms and Conditions, Equipment Acknowledgement, and Limited Warranty, as such may be amended by us from time to time or at any time.

4. Accuracy, Completeness and Timeliness of Information

We source some data from third-party providers, public sources, and User-Generated Content. While we strive for accuracy, we make no warranties regarding the completeness, reliability, or timeliness of any data. We are not responsible if information made available on the Services is not accurate, complete, or current. The material on the Services is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on these Services is at your own risk.

These Services may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of these Services at any time, but we have no obligation to update any information on the Services. You agree that it is your responsibility to monitor changes to the Services.

5. Third-Party Links and Content

The Services may contain hyperlinks to third-party websites and content from third parties. When you access third-party websites or content through the Services, you do so at your own risk. We do not investigate, monitor or check the accuracy or completeness of such third-party websites or content, and we are not responsible for any objectionable, inaccurate, misleading or unlawful content that may reside thereon or therein. The inclusion of any third-party content or hyperlink to a third-party site does not necessarily imply endorsement by us of that content or site. You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage, loss, or harm caused or alleged to be caused by or in connection with your use of or reliance on any third-party site or third-party content.

6. Ownership

As between you and us, we own the intellectual property rights to the Services and Services' contents, including, but not limited to, the text, graphics, software, and images on the Services.

The contents of the Services may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without our prior written consent. You may not remove, alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Services or any of its contents. We retain all rights, title, and interests in the Services and Services' contents unless expressly stated otherwise.

7. User-Generated Content

The Services may allow you to post, submit, publish, display or transmit content or materials including, but not limited to, photographs, prompts, and documents ("**User-Generated Content**"). You represent and warrant that you own or control all rights in and to the User-Generated Content. By posting, submitting, publishing, displaying, or transmitting User-Generated Content on the Services, you grant a license to Fluent Conveyors, its affiliates, its service providers, its successors, and assigns to use, reproduce, modify, distribute, and otherwise disclose the User-Generated Content.

You understand and acknowledge that you are responsible for any User-Generated Content that you post, submit, publish, display or transmit to the Services. We are not responsible or liable to any third party for the content or accuracy of any User-Generated Contributions posted or otherwise submitted by a user of the Services.

8. Infringement

If you believe your copyrighted work is being used on the Services in a manner that constitutes copyright infringement, please contact our designated agent at Legal Department, Fluent Conveyors, LLC, 387 Corona St Ste 707, Denver, CO 80218, legal@fluentconveyors.com. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 USC Section 512) ("**DMCA**"), the written notices of copyright infringement must include your name, address, phone number, and email address, along with a statement identifying the material that you believe is being used without consent, the reason you believe in good faith it constitutes copyright infringement, and verification your statement is truthful.

9. Privacy Policy

We collect and use certain personal information from individuals who visit the Service. For more information about our use of personal information, please see our Privacy Policy located at fluentconveyors.com/company/legal/privacy-policy ("**Privacy Policy**"). By using the Services, you hereby automatically acknowledge and agree as follows: (i) all of the terms and conditions of the Privacy Policy are hereby incorporated into this Agreement by this reference and hereby govern and apply to you; (ii) all information we collect on the Services are subject to the Privacy Policy; and (iii) you agree to be bound by, and to comply with, the Privacy Policy, as such may be amended by us from time to time or at any time, including without limitation you hereby consents to all actions taken by us with respect to our use of a your personal information as set forth in the Privacy Policy.

10. Warranty Disclaimer

THE SERVICES AND ALL INFORMATION, PROGRAMS, SOFTWARE, AND MATERIALS AVAILABLE ON OR THROUGH THE SERVICES ARE PROVIDED "AS IS." FLUENT CONVEYORS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE. FLUENT CONVEYORS DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES OF (I) MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

11. Indemnification

You agree to defend, indemnify, and hold harmless Fluent Conveyors, its affiliates, officers, directors, employees, agents, licensors, clients, and subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses relating to or arising from (i) your use of the Service, (ii) your violation of the Terms, (iii) your violation of any third party rights relating to or arising out of your use of the Service, or (iv) your violation of any law or regulation relating to, or arising out of, your use of or access to the Service.

12. Limitation of Liability

FLUENT CONVEYORS AND ITS AFFILIATES, EMPLOYEES, OFFICERS, AGENTS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AGGRAVATED, OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT, STRICT LIABILITY, OR OTHER THEORY, OR DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA OR OTHER INTANGIBLES, OR LOSS OF SECURITY OF SUBMITTED MATERIALS, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

WITHOUT LIMITING THE FOREGOING, YOU FURTHER AGREE THAT FLUENT CONVEYORS WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OR INABILITY TO USE THE SERVICES OR FROM ANY THIRD-PARTY MATERIALS, INCLUDING FROM ANY MALWARE OR ANY VIRUS, WORM, HACK, OR MALICIOUS SOFTWARE THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH.

NOTWITHSTANDING THE FOREGOING, YOU AGREE THAT THE MAXIMUM AGGREGATE LIABILITY OF FLUENT CONVEYORS FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION RELATING TO YOUR USE OF THE SERVICES WILL BE \$10.

13. Dispute Resolution

13.1 General.

In the interest of resolving disputes in the most expedient and cost effective manner, you and Fluent Conveyors agree that any dispute arising out of or in any way related to these Terms, your relationship with Fluent Conveyors, or any goods or services offered or provided by Fluent Conveyors, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms, will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND FLUENT CONVEYORS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THAT THESE TERMS WILL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT.

13.2 Exceptions.

Notwithstanding Section 13.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) seek injunctive relief from a court of competent jurisdiction; or (c) to file suit in a court of law to address an intellectual property infringement claim.

13.3 Arbitrator.

Any arbitration between you and Fluent Conveyors will be governed by the Federal Arbitration Act and the JAMS Comprehensive Arbitration Rules & Procedures (collectively, "JAMS Rules"), and will be administered by JAMS. The JAMS Rules and filing forms are available online at www.jamsadr.com, or by calling JAMS at 1-800-352-5267. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

13.4 Notice; Process.

A party who intends to seek arbitration must first send a written notice of the dispute to the other party by U.S. Mail or email with confirmed receipt by the other party ("Notice"). Fluent Conveyors' address for Notice is set forth in Section 15.4. The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. The parties will make good faith efforts to resolve the claim directly but, if the parties do not reach an agreement within thirty (30) days after the Notice is received, you or Fluent Conveyors may commence an arbitration proceeding.

13.5 Fees.

Each party shall pay its pro rata share of JAMS fees and expenses as set forth in the JAMS fee schedule, unless the parties agree on a different allocation of fees and expenses. If the action qualifies as a consumer arbitration, the JAMS Policy on Consumer Arbitrations shall apply.

13.6 Conduct of Arbitration.

Any arbitration hearing will take place at a JAMS office in Denver, CO. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. Each party agrees that such written decision, and information exchanged during arbitration, will be kept confidential except to the extent necessary to enforce or permit limited judicial review of the award.

13.7 No Class Actions.

YOU AND FLUENT CONVEYORS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Fluent Conveyors agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

14. Governing Law

These Terms are governed by and construed in accordance with the laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule. Any action against Fluent Conveyors that is not subject to mandatory arbitration, as set forth in Section 13, shall be subject to the exclusive jurisdiction of the state and federal courts located in Denver, Colorado.

15. General Provisions**15.1 Entire Agreement.**

These Terms, the Privacy Policy, the Purchase Terms and Conditions, Equipment Acknowledgement, and Limited Warranty constitute the entire agreement between you and Fluent Conveyors relating to the Service. These terms supersede any and all prior or contemporaneous agreements or understandings between you and Fluent Conveyors.

15.2 Severability.

If any provision of these Terms is found to be invalid by a court of competent jurisdiction, the provision shall be stricken. All other terms will remain in full force and effect.

15.3 Waiver.

No failure to exercise, or delay in exercising any rights, remedy, power, or privilege arising from these Terms will operate or be construed as a waiver thereof. Likewise, no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15.4 Binding Effect; No Assignment by Users; Permissible Assignment by Company.

These Terms shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that you do not have any right to assign these Terms, in whole or in part. Any purported assignment by you in violation of this Section shall be void. Fluent Conveyors shall have the right to assign these Terms, or any part of it, in its sole discretion to any party, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by such successors and assigns.

15.5 Change in the Terms of these Terms.

ONCE YOU BEGIN TO USE THE SERVICES, FLUENT CONVEYORS MAY MODIFY THESE TERMS AT ANY TIME AND FROM TIME TO TIME ("CHANGES"). Fluent Conveyors reserves the right to make these Changes by giving any notice that Fluent Conveyors deems reasonable (both in form and where such notice will be posted), provided, however Fluent Conveyors reserves the right not to give a separate or individualized notice to you of such Changes. We shall not be liable to you for any Changes, including without limitation any addition, modification, suspension, or discontinuance (in part or wholly) to or of the Services. Without limiting the foregoing, in any way, pursuant to any such Changes, we reserve the right to: (i) establish additional policies and practices concerning use of the Services; and/or (ii) change any term of these Terms (in part or in whole) at any time, with or without prior notice. **ONCE FLUENT CONVEYORS PROVIDES SUCH NOTICE OF SAID CHANGE, YOU AUTOMATICALLY CONSENT THEREAFTER BE BOUND BY THE VERSION OF THIS TERMS THAT IS IN EFFECT THE NEXT TIME YOU VISIT AND/OR USE THE SERVICES. YOU ARE HEREBY DEEMED TO HAVE ACCEPTED SUCH CHANGES AND TO BE LEGALLY BOUND BY SUCH CHANGES AND BY THESE TERMS AS IT IS UPDATED BY SUCH CHANGES. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE WEBSITE FOR ANY CHANGES.**

15.6 Contact Us.

If you have any questions about these Terms, you may contact us at:

Fluent Conveyors, LLC

387 N Corona St Ste 707

Denver, CO 80218, US

legal@fluentconveyors.com

1(866) 764-2980

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