Terms of Service

Effective October 27, 2026

This file holds the SellerAgentZ Terms of Service and Privacy Policy, as published at /legal/terms and /legal/privacy. Downloaded 2026-11-12.

These Terms of Service (the “Terms”) are a binding agreement between you (and, if you use the Service on behalf of an organization, that organization) and HyperMindZ (“HyperMindZ”, “we”, “us”, or “our”) governing your access to and use of SellerAgentZ and its related sites, applications, agents, APIs, and services (collectively, the “Service”). By accessing the Service, creating an account, deploying a seller agent, or otherwise using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms and by our Privacy Policy. If you do not agree, do not access or use the Service.

1. Acceptance and Eligibility

You must be at least 18 years old and legally capable of entering into a binding contract to use the Service. If you use the Service on behalf of a company or other entity, you represent and warrant that you have full authority to bind that entity to these Terms, and “you” refers to that entity.

You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account, whether or not authorized by you. You agree to notify us promptly of any unauthorized use.

2. Definitions

“Seller Agent” means an automated seller runtime you configure and deploy through the Service. “Publisher Content” means the domains, inventory, metadata, pricing, segments, and other materials you connect, submit, or make available. “Buyer Agent” means any third-party agent or system that discovers or transacts with a Seller Agent. “Output” means any suggestion, draft, product, score, proposal, projection, or other result generated by the Service, including by its AI-assisted and simulation features.

3. License to Use the Service

Subject to your continuous compliance with these Terms, HyperMindZ grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Service for your internal business purposes. We reserve all rights not expressly granted. We may modify, suspend, limit, or discontinue any part of the Service at any time, with or without notice, without liability to you.

4. AI-Assisted and Simulated Features

The Service uses automated, agentic, and AI-assisted features to discover supply signals, draft products and pricing, negotiate, and generate Output. Output is assistive only. It may be inaccurate, incomplete, out of date, or unsuitable, and it is not legal, financial, tax, or professional advice. You are solely responsible for reviewing, verifying, approving, publishing, and acting on any Output, and for all deals your Seller Agents enter.

Where an ad server or other system of record is not connected, delivery, pacing, impressions, revenue, and related figures may be SIMULATED. Simulated figures are illustrative projections generated from the flight clock and configured parameters; they are labeled as simulated in the Service and are not a representation, warranty, or guarantee of actual delivery, availability, discovery, demand, or revenue. You will not rely on Output or simulated figures as a guarantee of any outcome.

Any input you provide to AI-assisted features is non-confidential, and any Output generated in response is likewise non-confidential. We may use inputs and Output to operate, secure, and improve the Service.

5. Beta, Preview, and Evaluation Features

We may make features available on a beta, preview, evaluation, early-access, or feature-flagged basis ("Preview Features"). Preview Features are provided "AS IS," may be incomplete or unstable, and may be changed, limited, or withdrawn at any time without notice; they are excluded from any service commitment or level. You use Preview Features at your own risk and will not rely on them for production or business-critical purposes.

6. Feedback

If you provide feedback, suggestions, feature requests, or ideas about the Service, you grant HyperMindZ a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, and sublicensable license to use, modify, and otherwise exploit that feedback for any purpose, without restriction, attribution, or compensation to you. You are under no obligation to provide feedback, and we are under no obligation to use it or to keep it confidential.

7. Your Content, Inventory, and Data License

You retain ownership of your Publisher Content. You grant HyperMindZ a worldwide, royalty-free, non-exclusive license to host, process, reproduce, analyze, transmit, and display Publisher Content, and to process publicly available supply signals associated with the domains you connect (including ads.txt, app-ads.txt, sellers.json, and page content), in each case to operate, maintain, secure, and improve the Service and to build and update your knowledge graph and Seller Agents.

You represent and warrant that you own or control all necessary rights to the domains, inventory, segments, creatives, and other materials you connect or submit; that your representations of inventory ownership and authorization are accurate; and that your use of the Service and any advertising transacted through it complies with all applicable laws, regulations, self-regulatory standards, and third-party rights.

You authorize HyperMindZ to access, fetch, and crawl the domains and inventory you connect, on an automated and recurring basis, to build, maintain, and refresh your knowledge graph, capabilities, and Seller Agents, and you represent that you have full authority to grant that access. You will not hold HyperMindZ responsible for such authorized automated access, and you are responsible for ensuring it is permitted under your own terms, robots directives, and agreements.

You grant us a perpetual, irrevocable, royalty-free license to use aggregated and de-identified data derived from your use of the Service for any lawful purpose, including analytics, benchmarking, and improving the Service, provided such data does not identify you or your end users.

8. Prohibited Activities

You will not: (a) misrepresent ownership of or authorization to sell any inventory; (b) use the Service for unlawful, deceptive, infringing, or fraudulent advertising or content; (c) attempt to bypass, disable, or interfere with governance, rate, security, or rate-limiting controls; (d) access, scrape, or use data you are not authorized to access; (e) reverse engineer, decompile, or attempt to derive source code, except to the extent this restriction is prohibited by law; (f) resell, sublicense, or provide the Service to third parties except as expressly permitted; (g) introduce malware or disrupt the integrity or performance of the Service; or (h) access or use the Service, including its software, features, functionality, workflows, interfaces, APIs, documentation, or outputs, for the purpose of developing, training, improving,

benchmarking, or commercializing any competing product or service, whether directly or indirectly, nor permit or assist any third party to do so.

We may investigate suspected violations and may suspend or terminate access, remove content, or take other action at our sole discretion, without liability.

9. Export Controls and Trade Compliance

You represent and warrant that you are not located in, and will not access or use the Service from, any country or region subject to comprehensive government sanctions; that you are not identified on any government restricted-party, denied-party, or sanctions list; and that you will comply with all applicable export control, sanctions, anti-corruption, and trade laws. You will not export, re-export, or make the Service available in violation of any such law, and you are responsible for obtaining any authorization required for your use.

10. Fees, Free Features, and Payment

Certain features are currently offered free of charge, including standing up and running a publisher Seller Agent. We may change what is offered free of charge, and may introduce or modify fees for any feature, at any time. Where fees apply, they are billed as described at the point of purchase.

Except where required by applicable law, all fees are non-refundable. You are responsible for all taxes associated with your use of the Service other than taxes based on our net income.

11. Intellectual Property

The Service, including all software, models, designs, text, graphics, the SellerAgentZ and HyperMindZ names and marks, and all related intellectual property, is and remains the exclusive property of HyperMindZ and its licensors. These Terms grant you no ownership interest in the Service.

If you provide feedback, suggestions, or ideas about the Service, you grant HyperMindZ a perpetual, irrevocable, worldwide, royalty-free, fully sublicensable license to use and exploit that feedback for any purpose without obligation or attribution to you.

12. Third-Party Services and Buyer Agents

The Service may interoperate with third-party systems, including ad servers, SSPs, DSPs, marketplaces, protocols, and Buyer Agents, which are outside our control. We are not responsible for the availability, accuracy, security, acts, or omissions of any third party, or for any transaction, delivery, or settlement effected through third-party systems. Your use of third-party services is governed by those parties' terms.

13. Indemnification

You will defend, indemnify, and hold harmless HyperMindZ and its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your Publisher Content or advertising; (b) your representations regarding inventory ownership or authorization; (c) your use of the Service; (d) your violation of these Terms or of any law or third-party right; or (e) any deal entered by your Seller Agents.

14. Disclaimers

THE SERVICE AND ALL OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW,

HYPERMINDZ DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES REGARDING ACCURACY, RELIABILITY, AVAILABILITY, SECURITY, OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

HYPERMINDZ MAKES NO WARRANTY OR GUARANTEE AS TO ANY BUSINESS OUTCOME, INCLUDING ANY LEVEL OF DISCOVERY, DEMAND, DELIVERY, AVAILABILITY, OR REVENUE. YOU ASSUME ALL RISK ARISING FROM YOUR USE OF THE SERVICE AND OUTPUT.

15. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, HYPERMINDZ AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATED TO THE SERVICE OR THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

HYPERMINDZ'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICE OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) ONE HUNDRED U.S. DOLLARS ($100) OR (B) THE TOTAL FEES YOU PAID TO HYPERMINDZ FOR THE SERVICE IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THESE LIMITATIONS APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

16. Suspension and Termination

We may suspend or terminate your access to the Service at any time, for any reason or no reason, with or without notice, and without liability. You may stop using the Service at any time. Provisions that by their nature should survive termination will survive, including ownership, disclaimers, indemnification, limitations of liability, and dispute resolution.

17. Governing Law and Dispute Resolution

These Terms are governed by the laws of the Commonwealth of Virginia, USA, without regard to conflict-of-laws principles. Any dispute arising out of or relating to these Terms or the Service will be resolved by final and binding arbitration on an individual basis, and not in a class, collective, or representative action. You and HyperMindZ waive any right to a jury trial.

You may opt out of arbitration by sending written notice to support@hypermindz.ai within thirty (30) days of first accepting these Terms. If arbitration does not apply, the state and federal courts located in Virginia will have exclusive jurisdiction, and you consent to venue there.

To the fullest extent permitted by law, any claim or cause of action arising out of or relating to the Service or these Terms must be commenced within one (1) year after the claim accrues; otherwise it is permanently barred.

18. Changes and General Terms

We may update these Terms from time to time. Material changes will be indicated by updating the effective date above and, where appropriate, by additional notice. Your continued use of the Service after changes take effect constitutes acceptance.

These Terms, together with the Privacy Policy, are the entire agreement between you and HyperMindZ

regarding the Service and supersede all prior agreements. If any provision is held unenforceable, the remaining provisions remain in effect. Our failure to enforce any provision is not a waiver. You may not assign these Terms without our prior written consent; we may assign them freely. Neither party is liable for delays or failures caused by events beyond its reasonable control.

19. Contact

Questions about these Terms may be sent to contactus@hypermindz.ai. SellerAgentZ is a product of HyperMindZ.

Privacy Policy

Effective July 12, 2026

This Privacy Policy explains how HyperMindZ (“HyperMindZ”, “we”, “us”) collects, uses, shares, and protects information in connection with SellerAgentZ and its related sites, applications, agents, and APIs (the “Service”). Except as described in the “Publisher and Supply Data” section below (where you are the controller and we act as your processor), HyperMindZ is the controller of the information described here. By using the Service, you consent to the practices described in this Policy. If you use the Service on behalf of an organization, you do so on its behalf and confirm you are authorized to accept this Policy for it.

1. Information You Provide

We collect information you submit directly, such as your name, email address, organization details, and account credentials when you register; the domains, inventory, pricing, segments, creatives, and other materials you connect or upload; and the content of your communications with us, including support requests. Where you make a payment, payment details are collected and processed by our third-party payment processors, not stored by us in full.

2. Information Collected Automatically

When you use the Service we automatically collect technical and usage information, including IP address, browser and device characteristics, pages and features used, timestamps, referring URLs, and diagnostic data, gathered through cookies, log files, web beacons, and similar technologies. We use this information to operate, secure, analyze, and improve the Service.

3. Publisher and Supply Data

To operate Seller Agents, we process publicly available supply signals associated with the domains you connect, including ads.txt, app-ads.txt, sellers.json, and page content, together with the commercial data you provide, to build and maintain your knowledge graph and generate capabilities. Audience is expressed as content-derived contextual proxies; the Service does not purport to collect or infer sensitive personal attributes of end users through this process.

Any first-party audience segments you choose to provide are processed on your instructions to operate your Seller Agents and deals. You are responsible for ensuring you have all rights and permissions necessary to provide such data to us.

With respect to any first-party segments or personal data you connect, you are the controller (or equivalent responsible party) and HyperMindZ acts solely as a processor on your documented instructions. You are solely responsible for establishing a lawful basis for the processing and for providing all notices to, and obtaining all consents from, the individuals concerned. You will not provide us with special-category or sensitive personal data. (Indemnification for data you provide without the necessary rights, notices, or consents is addressed in our Terms of Service.)

4. How We Use Information

We use information to: provide, operate, maintain, and secure the Service; build and update knowledge graphs, capabilities, and Seller Agents; process transactions and communications; provide support; monitor, analyze, and improve performance and develop new features; detect, prevent, and address

fraud, abuse, and security issues; and comply with legal obligations and enforce our agreements.

5. How We Share Information

We share information with service providers who perform functions on our behalf (such as hosting, infrastructure, analytics, payments, and support) under obligations of confidentiality and limited use. We may disclose information where required by law, subpoena, or legal process, or where we believe disclosure is necessary to protect our rights, safety, or property or those of others. In connection with a merger, acquisition, financing, reorganization, or sale of assets, information may be transferred as part of that transaction.

Buyer Agents and marketplaces receive only what you publish (such as agent cards and products) and the information necessary to transact; they do not receive your account credentials or private data through the Service. We do not sell personal information.

6. Third-Party Services

The Service interoperates with third parties you or buyers choose to use, including buyer agents, marketplaces, ad servers, SSPs, identity providers, payment processors, and the systems you connect. We are not responsible for, and this Policy does not cover, the privacy or security practices of any third party. Information handled by those third parties is governed by their own terms and policies, and you are responsible for reviewing them.

7. Aggregated and De-Identified Data

We may create and use aggregated, anonymized, or de-identified information that does not identify you or any individual for any lawful purpose, including analytics, benchmarking, research, and improving and marketing the Service, and we may retain and use such information indefinitely.

8. Cookies and Tracking

We use strictly necessary cookies to operate the Service (for example, to keep you signed in and to remember your theme preference) and may use analytics cookies to understand usage. You can control cookies through your browser settings; disabling some cookies may affect functionality.

9. Data Security

We maintain administrative, technical, and physical safeguards designed to protect information, and the Service uses cryptographic signing and hash-chained audit records for the operations it governs. However, no method of transmission or storage is completely secure, and we cannot guarantee absolute security. You are responsible for safeguarding your credentials and for the security of the systems you connect.

To the fullest extent permitted by law, you use the Service at your own risk with respect to security, and HyperMindZ is not liable for unauthorized access to, or loss, alteration, or disclosure of, information that results from events beyond our reasonable control, including compromise of credentials or of any third-party or connected system.

10. Data Retention

We retain information for as long as needed to provide the Service, to operate and improve it, and for legitimate business or legal purposes, including to comply with our legal obligations, resolve disputes, maintain audit and security records, and enforce our agreements. Retention periods vary based on the type of information and the purposes for which it is processed.

11. Your Choices and Rights

Depending on your location, you may have rights to access, correct, delete, or restrict certain information, or to object to certain processing. To make a request, contact us at contactus@hypermindz.ai; we will respond as required by applicable law and may need to verify your identity. Some information may be retained where we have a legal basis or obligation to do so.

12. International Data Transfers

We operate in the United States and may process and store information in the United States and other countries where we or our service providers operate. By using the Service, you understand that your information may be transferred to and processed in jurisdictions that may have different data-protection laws than your own.

13. Children

The Service is intended for businesses and is not directed to individuals under 18. We do not knowingly collect personal information from children. If you believe a child has provided us information, contact us so we can take appropriate action.

14. Changes and Contact

We may update this Policy from time to time. Material changes will be indicated by updating the effective date above and, where appropriate, by additional notice. Your continued use of the Service after changes take effect constitutes acceptance. Questions or requests may be sent to contactus@hypermindz.ai.

Questions: contactus@hypermindz.ai