

Terms of Service

Last updated: July 21, 2026

The short version

- Lux is an AI assistant you reach by text message. Texting it (for example, sending WAKE UP) means you accept these Terms and our Privacy Policy.
- You consent to receive automated, AI-generated text messages. Message and data rates may apply. Reply **STOP** to cancel, **HELP** for help.
- Lux is an early-stage AI. It can be wrong, and it can take actions on your behalf. Don't rely on it for legal, medical, financial, or other professional advice, and verify anything important.
- You must be at least 13, and if you're under 18, you need a parent or guardian's consent.
- This summary is for convenience. The full Terms below control.

These Terms of Service ("Terms") are a binding agreement between you and **Oswald LLC**, a Wyoming limited liability company doing business as Lux ("Oswald," "we," "us," or "our"). Oswald operates Lux, the AI assistant reachable by text message, and the website textlux.com (together, the "Service"). Please read these Terms carefully.

1. Acceptance of these Terms

You accept these Terms when you (a) send a text message to Lux, including WAKE UP, an invite code, or any other message; (b) otherwise use or interact with Lux; or (c) use textlux.com. If you do not agree to these Terms, do not message Lux or use the Service.

Because Lux is reached by text message, messaging Lux is how you agree to these Terms and our Privacy Policy, and it is your opt-in to receive messages from us as described below.

2. What Lux is

Lux is an AI assistant that lives in your messages. When you wake it up, we provision a personal computing environment for you and run an AI agent ("Lux") that reads your messages and responds. Depending on what you ask, Lux may research, write, generate or edit files, build things, set reminders, and take other actions to carry out your requests, including, where you direct it, interacting with websites, tools, or online accounts on your behalf.

Lux is software. It is not a person and not a licensed professional. Its responses are generated by artificial intelligence and may be inaccurate, incomplete, or out of date. See Section 7.

3. Eligibility

You must be at least 13 years old to use the Service. If you are under 18 (or the age of majority where you live), you may use the Service only with the consent and involvement of your parent or legal guardian, who agrees to these Terms on your behalf and is responsible for your use. By using the Service, you represent that you meet these requirements and that you are authorized to use the phone number you provide. The Service is intended for users in the United States.

4. Messaging, consent, and rates

The Service is delivered over text messaging (iMessage, RCS, and/or SMS). By providing your phone number and messaging Lux, you expressly consent to receive text messages at that number from us and those acting on our behalf, including automated and AI-generated messages and messages sent using an automatic telephone dialing system or similar technology. You confirm that you are the subscriber or customary user of the number you use.

The messages you receive are primarily transactional and service messages: Lux's responses to your requests, follow-ups, and account, security, or service notices, plus, if you join a waitlist, a message when a spot opens. We will send marketing or promotional messages only if you separately opt in, and you can opt out of those at any time.

- Message frequency varies and depends on how you use the Service.
- Message and data rates may apply depending on your carrier and plan. We do not charge you for messages,

but your carrier might.

- Consent to receive messages is not a condition of any purchase.
- To stop receiving messages, reply STOP at any time. You may receive a single confirmation message acknowledging your request, after which we will stop. Reply HELP for help. If you are on our waitlist, you may also reply REMOVE to opt out.
- Neither we nor the carriers are liable for delayed or undelivered messages. Delivery depends on your carrier and messaging providers, which are outside our control.

5. Your account

Your phone number is your identity on the Service. You are responsible for activity that occurs through your number, for keeping your device secure, and for the messages you send Lux. If your number is reassigned or you lose access to it, contact us so we can deactivate or transfer the associated Lux.

6. Acceptable use

You agree not to use the Service to:

- break the law or help anyone else break the law;
- harm, harass, threaten, defraud, or violate the rights or privacy of others;
- generate or distribute malware, spam, or content that is unlawful, infringing, or sexually exploitative of minors;
- attempt to gain unauthorized access to systems, accounts, or data, or to circumvent the Service's security or rate limits;
- reverse engineer, resell, or build a competing product from the Service, except as permitted by law; or
- direct Lux to take actions you are not authorized to take, or that violate the terms of any third-party service Lux interacts with on your behalf.

You are responsible for the instructions you give Lux and for the results of actions you ask it to take. We may suspend or terminate access that we reasonably believe violates these Terms or creates risk for us, our users, or others.

7. AI limitations; no professional advice

Lux's output is AI-generated and may be wrong. It can produce inaccurate, biased, incomplete, or fabricated information. The Service is provided for general purposes only and is not a substitute for professional judgment. Lux does not provide legal, medical, financial, tax, or other professional advice, and your use of it does not create any professional relationship.

Because Lux can take actions on your behalf, including autonomous, multi-step actions, you should review what you ask it to do and independently verify anything important before relying on it, particularly anything involving money, legal or medical decisions, irreversible actions, or other people. You are responsible for the consequences of actions you direct Lux to take.

8. Your content and Lux's output

Your content. You keep ownership of the content you send to Lux (your "Input"). You grant us a worldwide, non-exclusive, royalty-free license to host, store, process, transmit, and use your Input as needed to operate, secure, support, and improve the Service, as further described in our Privacy Policy.

Lux's output. As between you and us, you may use the content Lux generates for you (your "Output"). Because of the nature of AI, Output may not be unique, and Lux may generate similar responses for other users. You are responsible for evaluating Output for accuracy and suitability and for your use of it. You represent that your Input and your use of Output do not infringe anyone's rights or violate any law.

9. Third-party services and connected accounts

The Service relies on third parties to function, including messaging providers, cloud hosting, and AI model providers, and Lux can interact with external websites, tools, and accounts when you ask it to. If you direct Lux to act on a third-party service or to use an account you provide, you authorize those actions and remain bound by that third party's terms. We are not responsible for third-party services, their availability, or their handling of

your data.

10. Availability, changes, and beta status

Lux is an evolving, early-stage product currently offered on a limited, invite basis. We may add, change, suspend, or discontinue features (or the whole Service) at any time, and we may impose or change usage limits. We work to keep the Service available but do not guarantee that it will be uninterrupted or error-free.

11. Fees

The Service is currently provided free of charge. We may introduce paid plans, usage limits, or other charges in the future. If we do, we will make the terms clear before you incur any charge, and free access may change or end. We will never charge you without your agreement.

12. Disclaimer of warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTY THAT THE SERVICE OR ITS OUTPUT WILL BE ACCURATE, RELIABLE, SECURE, UNINTERRUPTED, OR ERROR-FREE. YOU USE THE SERVICE, AND RELY ON ITS OUTPUT, AT YOUR OWN RISK.

13. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW, OSWALD LLC AND ITS OWNERS, MEMBERS, EMPLOYEES, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID US FOR THE SERVICE IN THE 12 MONTHS BEFORE THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (\$100). SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

14. Indemnification

You agree to indemnify and hold harmless Oswald LLC and its owners, members, and employees from any claims, damages, liabilities, and expenses (including reasonable legal fees) arising out of your Input, your use or misuse of the Service, the actions you direct Lux to take, or your violation of these Terms or of any law or third-party right.

15. Termination

You may stop using the Service at any time by replying STOP (or REMOVE if you are on the waitlist), or by asking us to delete your account and data at privacy@textlux.com. We may suspend or terminate your access at any time, with or without notice, if we believe you have violated these Terms or to protect the Service or others. Sections that by their nature should survive termination (including Sections 7, 8, 12, 13, 14, 16, and 17) will survive.

16. Dispute resolution and governing law

Informal resolution first. If you have a dispute with us, contact us at privacy@textlux.com first and give us 30 days to try to resolve it informally.

Governing law. These Terms are governed by the laws of the State of Wyoming, without regard to its conflict-of-laws rules. Subject to the arbitration provision below, the state and federal courts located in Wyoming will have exclusive jurisdiction, and you and we consent to venue there.

Binding arbitration; class-action waiver. Except for small-claims matters and requests for injunctive relief, any dispute that is not resolved informally will be settled by binding individual arbitration administered under the rules of a recognized arbitration provider, rather than in court. You and we waive the right to a jury trial and the right to participate in a class action. If this class-action waiver is found unenforceable, the entire arbitration

provision will be void. You may opt out of this arbitration provision within 30 days of first accepting these Terms by emailing privacy@textlux.com with your phone number and the words “arbitration opt-out.”

17. Changes to these Terms

We may update these Terms from time to time. If we make material changes, we will provide notice through the Service (for example, by text message or by posting on textlux.com) and update the “Last updated” date above. Changes take effect when posted, and your continued use of the Service after that means you accept the updated Terms.

18. Contact

Questions about these Terms? Contact:

Oswald LLC d/b/a Lux 30 N Gould St, Ste R, Sheridan, WY 82801 Email: privacy@textlux.com