

Terms of Service

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These Terms of Service are the agreement between you and Boostify for your use of Eloquend. They explain the service, subscriptions, ownership, acceptable use, and what happens if something goes wrong.

Please read them before creating an account or starting a subscription. Consumer rights that cannot lawfully be limited remain fully available to you.

You own your content You keep your Inputs and Content. As between you and Eloquend, you receive our transferable rights in Outputs to the extent the law permits.	Review before publishing AI output and scheduled publishing can be wrong or fail. You remain responsible for reviewing content, facts, permissions, and legal disclosures.
Clear subscription terms Trials convert automatically, plans renew until cancelled, and cancellation takes effect at the end of the prepaid period.	Consumer rights are preserved Mandatory rights concerning withdrawal, conformity, refunds, local law, courts, and complaints are not replaced by these Terms.

Operator	Contact
Boostify, CVR 44697327 c/o Christian Nymark Jensen Vestre Alle 1, 4. th 9000 Aalborg, Denmark	support@eloquend.com chris@eloquend.com +45 61 61 67 61 Monday–Friday, 09:00–16:00 Danish time (CET/CEST), excluding Danish public holidays Voicemail outside those hours

1. Agreement and who operates Eloquend

Eloquend is a product operated by Boostify, a Danish sole proprietorship registered under CVR 44697327, c/o Christian Nymark Jensen, Vestre Alle 1, 4. th, 9000 Aalborg, Denmark (“Eloquend,” “Boostify,” “we,” “us,” or “our”). You can contact customer support at support@eloquend.com and send formal legal notices to chris@eloquend.com. You can also call [+45 61 61 67 61](tel:+4561616761) Monday–Friday, 09:00–16:00 Danish time (CET/CEST), excluding Danish public holidays. Voicemail is available outside those hours.

These Terms govern your access to our websites, application, AI-assisted content tools, exports, LinkedIn connection, scheduling and publishing functions, subscriptions, and related support (together, the “Service”). By creating an Account, clicking to accept these Terms, or using the Service, you enter into this agreement. If you do not agree, do not create an Account or use the Service.

Our [Privacy Policy](#) explains how we process personal data. A Business User that acts as a controller or processor and uses Eloquend to process personal data on its or a client's behalf also enters into our [Data Processing Addendum](#). The applicable DPA is version 2026-07-21, SHA-256 a85586510186a3f52d7074175fd66f40a29df51a1a66a4aa61aee06645937af0. The Privacy Policy is acknowledged separately and does not reduce your rights under these Terms.

Consumers and Business Users

A “Consumer” is a natural person acting mainly outside their trade, business, craft, or profession. A “Business User” uses the Service mainly for business purposes. A business selection, company name, CVR, or VAT number is evidence of business use but does not remove consumer status where mandatory law says you remain a Consumer. Provisions expressly addressed to Business Users do not apply to Consumers.

2. Important definitions

Term	Meaning
Account	Your personal credentials, settings, saved materials, connections, and subscription state used to access the Service.
Content	Inputs, Outputs, drafts, ideas, posts, carousels, images, audio, transcripts, files, profile details, schedules, and other material submitted to, saved in, generated through, or published using the Service.
Input	Content, instructions, prompts, files, audio, profile details, or other material you or an authorized person provides to the Service.
Output	Text, ideas, images, transcripts, carousels, edits, or other material generated or transformed by AI features in response to an Input.
Subscription	A paid, automatically renewing plan for access to specified features and usage allowances.

3. Eligibility, authority, and Accounts

- You must be at least 18 years old and legally able to enter into this agreement.
- If you use Eloquend for an organization, you confirm that you have authority to bind it. The organization is responsible for activity performed through the Account on its behalf.
- You must provide accurate information, keep it current, protect your credentials and connected accounts, and promptly notify us of suspected unauthorized access.
- An Account is for one natural person. You may not share credentials, sell or transfer an Account, or allow multiple people to use one Account unless Eloquend later offers and you purchase a team feature that expressly permits it.
- You may not create additional Accounts to obtain repeat trials, avoid restrictions, evade usage limits, or continue activity after suspension.

Consultants and agencies may prepare and export Content for clients when authorized to do so. You may connect and publish only through your own LinkedIn member Account. A client who wants Eloquend to publish directly through the client’s LinkedIn account must create and control their own Eloquend Account. You remain responsible for client instructions, approvals, rights, confidentiality, and the accuracy of the Content you deliver.

4. The Service and its operation

Eloquend is an AI-assisted writing and publishing workspace. Depending on your plan, it can help generate and edit LinkedIn posts, ideas, carousels, images and transcripts; save drafts and preferences; export carousels; and schedule or publish Content. Features and limits available to you are those displayed for your plan when you subscribe, as lawfully updated from time to time.

We use reasonable skill and care to provide the Service. We may maintain, secure, repair, or improve it and may introduce, change, or remove features as described under [Changes to the Service, prices, and Terms](#). Eloquend is not a storage backup service, records-management system, or guaranteed publication service. Keep an independent copy of Content you cannot afford to lose.

We do not offer a service-level agreement at launch and do not promise uninterrupted or error-free availability. This does not exclude a Consumer's mandatory right to a conforming digital service or the remedies available when the Service does not conform to the contract.

5. LinkedIn and other integrations

Connecting LinkedIn is optional. When you connect it, you authorize Eloquend to use LinkedIn's official OAuth and API functions to receive the limited profile and authorization information described in our Privacy Policy and to transmit Content to LinkedIn only when you instruct us to publish or schedule it. We do not receive your LinkedIn password, messages, or connection list.

- You must comply with the [LinkedIn User Agreement](#), applicable professional rules, advertising requirements, and other platform policies.
- You must review scheduled Content and maintain a valid connection. Scheduling and publication are best-efforts and may fail because of LinkedIn availability, API changes, token expiry, account restrictions, media rejection, or circumstances outside our reasonable control.
- Eloquend is not affiliated with, sponsored by, or endorsed by LinkedIn. LinkedIn controls its platform, user accounts, distribution, content moderation, and availability.
- Disconnecting LinkedIn or deleting your Eloquend Account stops future use of the connection but does not remove Content already published on LinkedIn. Manage published Content directly through LinkedIn.

Google sign-in, Stripe billing, AI providers, and other integrations are also subject to the third party's own terms and privacy notice. We may suspend an integration if required by the provider, law, security needs, or technical compatibility.

6. Artificial intelligence features

Eloquend uses third-party AI infrastructure and models to provide text, image, and transcription features. Current text requests are routed through Vercel AI Gateway to Anthropic-hosted Claude as the primary route and Microsoft Azure-hosted GPT as the fallback route. Image and transcription requests are processed directly by OpenAI. Providers may change as described in our Privacy Policy and DPA.

You retain all rights you have in Inputs. As between you and Eloquend, and subject to applicable law and third-party rights, Eloquend assigns to you any right, title, and interest that Eloquend may obtain in an Output. This does not transfer Eloquend's software, prompt systems, templates, interface, brand, documentation, or other pre-existing material. It also does not guarantee that intellectual-property rights arise in an Output.

AI output requires human review

Outputs may be inaccurate, incomplete, outdated, biased, offensive, non-unique, or similar to material generated for another user. They may contain factual, attribution, privacy, publicity, or intellectual-property problems. You must review and, where appropriate, edit and independently verify an Output before relying on, delivering, or publishing it.

- You are responsible for deciding whether an Output is appropriate, lawful, accurate, and suitable for your audience and purpose.
- You must make any disclosure or label required for synthetic or manipulated content, deepfakes, public-interest information, advertising, endorsements, or professional communications. Do not remove machine-

readable provenance markings where removal would be unlawful.

- Do not present AI-generated Content as human-created where doing so is misleading or unlawful.
- You may use Eloquend for general educational discussion of regulated topics, but not as a substitute for professional legal, medical, financial, tax, employment, credit, housing, insurance, or other high-impact advice or decisions. Do not use it to make a fully automated decision that has legal or similarly significant effects on a person.

Eloquend will not use your Inputs or Outputs to train a general-purpose AI model and will not opt them into provider model training. We and our processors may process Content to provide the requested feature, store it when the product saves it, keep the Service secure, enforce limits, troubleshoot errors, prevent abuse, and comply with law. Provider retention and international transfers are described in the Privacy Policy.

7. Subscriptions, prices, and usage

A Subscription begins when Stripe confirms your order. Before you place the order, we show the selected plan, billing interval, total price, trial and renewal terms, usage allowances, cancellation method, and the version of these Terms. Consumer prices displayed by Eloquend include VAT and other mandatory charges that can be calculated in advance. The Stripe checkout shows the final amount before you subscribe.

- Monthly plans are charged in advance and automatically renew each month. Annual plans are charged in advance and automatically renew each year. The full annual price and any monthly equivalent are displayed before purchase.
- Unless the checkout says otherwise, plan usage allowances reset monthly, including for annual Subscribers. Unused allowance does not roll over and has no cash value.
- Current plan allowances include limits on post, carousel and image generation, ideas, and voice transcription. Pro includes up to 30 hours of voice transcription per monthly usage period. Scheduling may also be subject to technical time horizons and abuse safeguards.
- You may not bypass limits through automation, duplicate Accounts, altered requests, credential sharing, or other circumvention. We may apply reasonable technical safeguards to protect the Service and other users.

Stripe processes payment details, tax, invoices, fraud checks, and refunds. We do not receive complete payment-card details. You authorize Stripe and Eloquend to charge the payment method for the amounts and on the schedule shown before purchase. Currency conversion or bank charges imposed independently by your payment provider are your responsibility, except where law provides otherwise.

8. Free trials, renewal, cancellation, and refunds

An eligible user may receive one seven-day free trial. A payment method is required. The checkout shows the trial end, selected paid plan, amount and renewal interval. Unless you cancel before the trial ends, the Subscription automatically converts to the selected paid plan and Stripe charges the payment method. We will send a reminder approximately one day before conversion, but you remain responsible for cancelling on time even if an email is delayed or filtered.

You can cancel online at any time through the Stripe billing portal available in Settings. Cancellation normally takes effect at the end of the current trial or prepaid billing period, and access continues until then. We send a confirmation showing the expected final access date. Deleting your Eloquend Account also initiates cancellation, but you should export Content first because deletion is irreversible.

Except for withdrawal rights, mandatory legal remedies, refunds stated in these Terms, or a refund we approve case by case, fees are not refundable and we do not provide a prorated refund merely because you stop using the Service before the prepaid period ends. If Eloquend ends a paid Subscription for convenience or discontinues the Service, we will refund the unused portion of prepaid fees. If we terminate for your serious breach, a refund is provided only where required by law.

If payment fails, Stripe may retry the charge. We may notify you, restrict paid features, or suspend access after a reasonable opportunity to update payment where practicable. We will not remove mandatory consumer remedies because of a payment dispute raised in good faith.

9. Consumer withdrawal and digital-service remedies

Fourteen-day withdrawal right

If you are a Consumer with a statutory withdrawal right, you may withdraw from the initial Subscription contract without giving a reason within 14 days after the contract is concluded. To exercise the right, send an unambiguous statement to support@eloquend.com, call +45 61 61 67 61, or use the [model withdrawal form](#). If the request is valid, we end access and refund the initial charge in full using the original payment method, without undue delay and no later than 14 days after receiving notice.

The seven-day trial does not shorten this right. The withdrawal right concerns the initial contract and is separate from your contractual ability to cancel future renewals. Where local law grants a further cooling-off right, including on a qualifying renewal, that local right also applies.

Consumers are entitled to a digital service that conforms to the contract and applicable law. Depending on the circumstances, mandatory remedies may include bringing the Service into conformity, a proportionate price reduction, termination, and a refund. Nothing in these Terms excludes or shortens a non-excludable legal guarantee, burden of proof, limitation period, or remedy.

10. Your Content, operational licence, and confidentiality

You retain your rights in Content. You confirm that you own or have all permissions, licences, consents, notices, lawful bases, and other authority needed for Eloquend and its processors to handle the Content as instructed and for you to use and publish it. This includes rights relating to copyright, trademarks, privacy, publicity, voice, likeness, confidential information, personal data, and client material.

You grant Eloquend a worldwide, non-exclusive, royalty-free licence to host, copy, process, adapt, format, display to you, transmit, export, and publish Content only as reasonably necessary to provide, secure, support, and maintain the Service or follow your instructions. We may sublicense those limited activities to our processors and, when you direct publication, LinkedIn. This licence does not permit us to sell your Content, use private Content for advertising, or train general-purpose AI models.

The operational licence ends when the relevant purpose and retention period end, except for protected backups, legal holds, security evidence, disputes, or material already transmitted to a third party at your instruction. Published Content remains subject to the destination platform and its users.

We will treat non-public Content as confidential and use reasonable measures to protect it. We may disclose it to authorized processors, professional advisers, or authorities when needed to provide the Service, investigate a concrete security or abuse issue, comply with law, protect rights or safety, or follow your instruction. Confidentiality does not cover information that is public without our breach, independently developed without use of the confidential information, or lawfully received without a confidentiality duty.

11. Acceptable use

You may use Eloquend only lawfully and in a way that respects other people, their rights, our providers, and the integrity of the Service. You must not use or help another person use Eloquend to:

- Create, upload, request, store, or publish material that is illegal, infringing, defamatory, fraudulently deceptive, threatening, harassing, hateful, exploitative, sexually abusive, or that facilitates violence or serious wrongdoing.

- Sexualize or exploit a minor, create child sexual abuse material, groom a minor, or expose a minor's sensitive information. We may report apparent child-safety offences as required by law.
- Violate privacy, publicity, confidentiality, data-protection, consumer, advertising, election, sanctions, export-control, or intellectual-property laws, or disclose personal data without appropriate authority.
- Impersonate another person or organization deceptively, manufacture fake endorsements, misrepresent affiliation, deceive people about material AI use, or distribute spam, phishing, malware, credential theft, or fraudulent schemes.
- Manipulate platform engagement, operate unauthorized bots, scrape LinkedIn or Eloquend, automate likes, comments, messages or connections, or evade LinkedIn or provider rules.
- Probe, attack, disrupt, overload, bypass security, reverse engineer except where law expressly permits it, extract models or system prompts, resell the Service, share credentials, or circumvent technical and usage limits.
- Use Outputs as the sole basis for a legal or similarly significant decision about another person in employment, credit, housing, insurance, education, healthcare, access to essential services, or another high-impact field.
- Use the Service from or for a sanctioned or embargoed jurisdiction or by a person prohibited under applicable trade, export-control, or sanctions law.

Provider usage policies may impose additional restrictions on a specific AI feature. We may refuse a request that a provider blocks or that reasonably appears to violate this section, even if similar Content can be created elsewhere.

12. Safeguards, restrictions, and legal notices

Eloquend does not routinely have people read private drafts. We and our providers may use technical safeguards and investigate particular Content or activity when prompted by a provider safety signal, a credible report, suspected fraud or attack, a legal request, or a risk to users, the Service, or another person. We apply restrictions in a diligent, objective, and proportionate manner where applicable.

Anyone may use our [legal notice form](#) in Danish or English to report specific material believed to be illegal, including copyright infringement. A notice should identify the material or Account precisely, explain the legal basis, include supporting facts and the notifier's contact details, and confirm a good-faith belief that the report is accurate. Knowingly false or abusive reports may themselves be unlawful.

Where we restrict Content, payments, Service access, or an Account because Content is allegedly illegal or violates these Terms, we will ordinarily give the affected user a clear reason, the scope and duration of the action, whether automation materially contributed, and available review options. We may withhold or delay information where disclosure is prohibited, would endanger someone, compromise security or an investigation, or enable evasion.

A user or notifier may request review through the legal notice form or support. Review is free and, where practicable, performed by a person not responsible for the initial decision. This process does not replace any mandatory judicial or out-of-court remedy.

13. Suspension, termination, deletion, and export

We may restrict a feature, Content, integration, or Account when reasonably necessary to address a breach, payment failure, fraud, security risk, illegality, provider requirement, or threat to people or the Service. We may act immediately for a serious breach or urgent risk. Otherwise, where appropriate, we will provide notice and a reasonable opportunity to cure before termination.

You may stop using Eloquend, cancel your Subscription, or request Account deletion at any time. Cancellation alone does not delete Content. Account deletion is irreversible, cancels billing, and begins erasure under the

Privacy Policy, subject to protected backups and legal exceptions. Export important Content before deletion.

If we discontinue the paid Service generally or terminate your paid Account for our convenience, we will give at least 30 days' notice where reasonably possible, keep a practical export method available during that period, and refund the unused portion of prepaid fees. This notice or export period may be shortened where continued access would be unlawful, create an urgent security or safety risk, expose another person's rights, or be technically impossible because of events beyond our reasonable control.

14. Eloquend intellectual property and feedback

Eloquend and its licensors retain all rights in the Service, including software, interfaces, workflows, prompt systems, templates, designs, documentation, datasets, brand names, logos, and improvements, excluding your Content. These Terms give you only a limited, non-exclusive, non-transferable, revocable right to use the Service during your lawful Account access.

If you voluntarily give us product feedback, you grant us a worldwide, perpetual, irrevocable, royalty-free right to use, adapt, and incorporate that feedback without an obligation to compensate you. This licence covers the feedback itself, not your unrelated Content, confidential business information, name, likeness, or endorsement.

15. Warranties and disclaimers

Nothing in this section limits a Consumer's mandatory legal guarantee or another right that cannot lawfully be excluded. Eloquend warrants that it will provide the Service with reasonable skill and care and, for Consumers, in conformity with the contract and applicable mandatory digital-service law.

To the fullest extent permitted by law, and particularly for Business Users, the Service, Outputs, integrations, beta features, and documentation are otherwise provided "as is" and "as available." We do not warrant uninterrupted availability, a particular business or audience outcome, LinkedIn reach or acceptance, successful publication at a particular time, or that Content or Outputs will be accurate, unique, copyrightable, non-infringing, secure against every threat, or suitable for your purpose.

You are responsible for professional review, fact-checking, permissions, backups, account security, platform compliance, and decisions made using the Service. No information from Eloquend creates a warranty not expressly stated in these Terms.

16. Liability

Consumers

For Consumers, we are liable in accordance with mandatory law. Nothing in these Terms excludes or limits liability or remedies where doing so is prohibited, including mandatory rights concerning non-conforming digital services. Any limitation below applies to a Consumer only to the extent it is lawful, fair, and enforceable in that Consumer's circumstances.

For Business Users, to the fullest extent permitted by law, neither party is liable to the other for indirect, incidental, special, exemplary, punitive, or consequential loss, or for lost profits, revenue, savings, business opportunity, goodwill, reputation, or data, arising from these Terms or the Service, even if the possibility was known. This exclusion does not apply where such loss is a direct and reasonably foreseeable result of a liability that cannot lawfully be limited.

Eloquend's aggregate liability to a Business User arising out of or relating to these Terms and the Service, under all legal theories and for all connected events, will not exceed the Subscription fees paid or payable by that Business User during the 12 months immediately before the event giving rise to the first claim. If the Business User used only a free trial, the cap is EUR 100.

No exclusion or cap applies to fraud, intentional misconduct, or another liability that applicable law prohibits a party from excluding or limiting. These Terms do not limit a regulator's powers, administrative fines, a data subject's statutory rights, or third-party claims against either party. Each limitation applies only to the extent lawful and will be reduced to the minimum extent necessary if it would otherwise be unenforceable.

17. Business User indemnity

This section applies only to Business Users. A Business User will defend and indemnify Boostify against a third-party claim, and resulting damages, settlements, and reasonable external legal costs, to the extent the claim arises from the Business User's Content, its publication or use of an Output, an allegation that its Input or instructed use violates a third party's rights, or its material unlawful use of the Service.

We must promptly notify the Business User of the claim, provide reasonable cooperation at its expense, and allow it to control the defense with competent counsel. The Business User may not settle in a way that admits fault by Boostify, imposes a non-monetary obligation on us, or fails to release us without our prior written consent, not to be unreasonably withheld. The indemnity is reduced to the extent our breach, modification, or misconduct caused the claim.

18. Changes to the Service, prices, and Terms

We may update the Service for security, legal compliance, technical compatibility, provider changes, product improvement, or changing user needs. We will not charge an extra fee merely because of a change to an existing prepaid period. If a change materially and negatively affects a Consumer's continuing digital service beyond what the contract and law permit, we will give clear advance notice, explain the valid reason, and provide any required right to keep a conforming version, cancel without penalty, or receive a refund.

We may change Subscription prices by giving at least 30 days' email notice. A price change applies no earlier than the next renewal after the notice period. You may cancel before it takes effect. Taxes may change when required by law without being treated as a discretionary price increase, but we will show the total amount before a new purchase and in any legally required renewal notice.

We may update these Terms for legal, security, provider, or material Service changes. We will post the new version and give at least 30 days' email or prominent in-product notice before a material change takes effect. We will request renewed acceptance where required by law or where we determine the change should not rely on notice alone. Non-material clarifications may take effect when posted. A change does not retroactively remove accrued rights or remedies.

19. Governing law, complaints, and disputes

These Terms are governed by Danish law. If you are a Consumer, that choice does not deprive you of mandatory protections provided by the law of the country where you habitually reside. Consumers may bring proceedings in any court available under mandatory jurisdiction rules.

Please contact support@eloquend.com first so we can try to resolve the issue. An eligible Consumer may submit an unresolved complaint to Mæglingsteamet for Forbrugerklager and, where applicable, Forbrugerklagenævnet through [Nævnenes Hus](#), Toldboden 2, 8800 Viborg, Denmark. Eligibility, value thresholds, fees, and procedures are determined by the complaint body and may change.

Before starting litigation, a Business User and Boostify will attempt in good faith for 14 days after written notice to resolve the dispute through representatives authorized to settle it. This step does not prevent urgent injunctive relief, collection of an undisputed debt, preservation of evidence, or a filing needed to avoid a limitation deadline. If unresolved, Business User disputes are subject to the exclusive jurisdiction of the competent courts serving Aalborg, Denmark, to the extent permitted by law.

20. General terms

- **Notices.** We may send operational and legal notices to the Account email, display them in the Service, or use another durable method required by law. You must keep the email current. Formal notices to us must be sent to chris@eloquend.com and identify the Account and subject.
- **Assignment.** You may not transfer this agreement without our written consent. We may transfer it and related rights and obligations to a future Danish ApS, affiliate, purchaser of Eloquend, or successor in a merger, reorganization, or sale, with notice and continuity of obligations. A transfer will not reduce mandatory Consumer rights; we will obtain consent or offer termination if law requires it.
- **Force majeure.** Neither party is liable for delay or failure caused by events beyond reasonable control, including infrastructure or provider outages, natural disaster, war, civil disorder, labor dispute, government action, or widespread network failure, provided it uses reasonable efforts to mitigate the effect. This does not excuse payment already due or limit mandatory Consumer remedies.
- **Order of terms.** A checkout summary controls for its plan, price, trial and billing details; the DPA controls for processor obligations; and these Terms control other contractual matters. A separately signed agreement controls only where it expressly says it overrides these Terms.
- **Entire agreement.** These Terms, the accepted checkout details, the DPA where applicable, and any incorporated document are the agreement about the Service and replace earlier discussions on the same subject. They do not exclude liability for fraudulent misrepresentation or mandatory pre-contract statements.
- **Severability and no waiver.** If a provision is unenforceable, it will be limited or removed only to the minimum extent necessary and the remainder continues. A delay in enforcing a right is not a waiver.
- **No third-party beneficiaries.** Except for permitted successors and as mandatory law provides, these Terms do not give enforcement rights to anyone other than you and Boostify.
- **Survival.** Provisions that by their nature should continue after termination survive, including ownership, accrued payment obligations, confidentiality, disclaimers, liability limits, indemnity, dispute terms, and general provisions.

21. Annex: model withdrawal form

Use this form only if you want to withdraw from the contract

Send it to support@eloquend.com or call +45 61 61 67 61. Telephone hours are Monday–Friday, 09:00–16:00 Danish time (CET/CEST), excluding Danish public holidays, with voicemail outside those hours. You may also use any other clear statement. Delete the bracketed instructions and provide the applicable information.

To Boostify / Eloquend, c/o Christian Nymark Jensen, Vestre Alle 1, 4. th, 9000 Aalborg, Denmark;
support@eloquend.com; +45 61 61 67 61:

I hereby give notice that I withdraw from my contract for an Eloquend Subscription. The contract was concluded on [date]. My name is [name]. My Eloquend Account email is [email]. My address is [address]. Date: [date].

Signature: [only if this form is sent on paper].