

Terms of Use

Effective date: September 18, 2026

Fellstead is operated by Solten Ventures LLC.

These Terms govern access to and use of Fellstead websites, diagnostics, reports, and related services.

1. Acceptance of these Terms

By accessing or using Fellstead, purchasing a diagnostic, submitting information, or receiving a report, you agree to these Terms of Use. If you use Fellstead on behalf of a company or other organization, you represent that you have authority to bind that organization to these Terms.

If you do not agree to these Terms, do not use Fellstead or purchase its services.

2. The service

Fellstead provides structured business diagnostics and related analytical products, including The 5 Signals™ Diagnostic. Services may include questionnaires, review of information and supporting materials supplied by the customer, analytical assessment, written reports, follow-up questions, and related tools or resources.

The scope, format, features, delivery method, turnaround time, and pricing of a service may be described on the relevant Fellstead webpage, checkout page, order confirmation, or other written communication.

3. Eligibility and business use

You must be at least 18 years old and legally capable of entering into a binding agreement. Fellstead is intended primarily for business and professional use.

4. Purchases and payment

Prices are shown at checkout or otherwise communicated before purchase. You authorize Fellstead and its payment providers to charge the payment method you provide for the amount shown at checkout, including applicable taxes where required.

Unless a separate written refund or cancellation policy applies to a specific purchase, fees for work already performed or reports already delivered are non-refundable to the extent permitted by law. If a service cannot reasonably be completed because required information is not provided, Fellstead may pause or close the engagement after reasonable attempts to obtain that information.

5. Information and materials you provide

You are responsible for the accuracy, completeness, legality, and authority to disclose any information or materials you submit. You should not provide information that you are not authorized to share.

You retain ownership of your submitted materials. You grant Fellstead a limited, non-exclusive right to use, reproduce, analyze, and internally process those materials only as reasonably necessary to provide, secure, support, and improve the purchased service, subject to the Confidentiality Policy and Privacy Policy.

Fellstead will not publicly identify you, publish your confidential materials, or use your company as a public case study without permission.

6. Intellectual property

Fellstead, The 5 Signals™, associated frameworks, methodologies, structures, questionnaires, report formats, text, graphics, software, and other proprietary materials are owned by or licensed to Solten Ventures LLC and are protected by applicable intellectual-property laws.

Subject to full payment, you may use the report and other deliverables provided specifically to you for your own internal business purposes. You may share them internally with your employees, advisors, investors, lenders, or professional service providers. You may not resell, publish, reproduce for commercial distribution, reverse engineer, or create a competing product from Fellstead proprietary materials without written permission.

7. Acceptable use

- Do not use Fellstead for unlawful, fraudulent, abusive, or deceptive purposes.
- Do not attempt to interfere with, disrupt, scrape, probe, or gain unauthorized access to Fellstead systems.
- Do not submit malware, malicious code, or content that infringes the rights of others.
- Do not misrepresent your identity, authority, company, or submitted evidence.
- Do not use Fellstead outputs as a substitute for professional advice where such advice is legally or practically required.

8. Analytical nature of the service

Fellstead reports are analytical assessments based on information available at the time of review. They may identify patterns, contradictions, gaps, assumptions, risks, priorities, or areas for further validation. They are not audits, valuations, fairness opinions, legal opinions, accounting reviews, investment recommendations, or guarantees of business performance.

Business conditions change, and conclusions may become outdated. You remain responsible for decisions made using Fellstead materials.

9. No professional or fiduciary relationship

Use of Fellstead does not create an attorney-client, accountant-client, investment-adviser, broker-dealer, fiduciary, employment, partnership, agency, or joint-venture relationship. Nothing provided by Fellstead constitutes legal, tax, accounting, securities, investment, medical, or other regulated professional advice.

10. Third-party services

Fellstead may rely on third-party hosting, payment, storage, communications, analytics, or other service providers. Third-party services are governed by their own terms and privacy practices. Fellstead is not responsible for third-party services outside its reasonable control.

11. Disclaimers

To the maximum extent permitted by law, Fellstead is provided on an “as is” and “as available” basis. Solten Ventures LLC disclaims warranties not expressly stated in writing, including implied warranties of

merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, or uninterrupted availability.

12. Limitation of liability

To the maximum extent permitted by law, Solten Ventures LLC and its members, managers, employees, contractors, and affiliates will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, revenue, data, goodwill, financing, opportunities, or business interruption arising out of or related to Fellstead.

To the maximum extent permitted by law, the aggregate liability of Solten Ventures LLC for claims arising from a particular paid service will not exceed the amount you paid for that service during the twelve months preceding the event giving rise to the claim. Some jurisdictions do not allow certain limitations, so these limitations apply only to the extent permitted by law.

13. Indemnification

To the extent permitted by law, you agree to indemnify and hold harmless Solten Ventures LLC from third-party claims arising from your unlawful use of Fellstead, your violation of these Terms, or materials you submit without the necessary rights or permissions.

14. Suspension and termination

Fellstead may suspend or terminate access when reasonably necessary to protect the service, users, confidential information, legal rights, or security; to address nonpayment; or to respond to a material breach of these Terms.

15. Changes

Fellstead may update these Terms from time to time. The effective date above indicates the current version. Material changes will apply prospectively unless otherwise required by law.

16. Governing principles and disputes

These Terms are governed by the laws applicable to Solten Ventures LLC in the jurisdiction in which it is organized, without giving effect to conflict-of-law rules, except where mandatory consumer or other applicable law requires otherwise. Before initiating formal proceedings, the parties should first attempt in good faith to resolve the matter by contacting the other party.

17. Entire agreement; severability

These Terms, together with any applicable order terms, Privacy Policy, Confidentiality Policy, Disclosures, and other policies expressly incorporated by reference, form the agreement governing the relevant use of Fellstead. If any provision is unenforceable, the remaining provisions remain in effect.

Contact

Questions about this policy may be sent to hello@fellstead.com.