AGENT-OPERATED COMPANY FORMATION SERVICE
TERMS OF SERVICE

Last revised: September 1, 2026

These Terms of Service (the "Terms") are a binding agreement between you and General Legal, Inc. ("Company," "we," or "us") and govern the automated company-formation service described below (the "Service"), which you reach through our Model Context Protocol server and related programmatic and web interfaces (together, the "MCP Server"). You accept these Terms when you access the Service, connect to the MCP Server, click or signal your agreement, or instruct an Agent (defined in Section 5) to do any of those things; if you do not accept them, do not use the Service. You must be able to form a binding contract, and you accept on behalf of yourself and anyone you represent.

READ SECTION 21 FIRST. It requires individual arbitration, waives class actions and jury trials, and gives you 30 days to opt out.

1. The Service

The Service is an automated, self-directed tool for preparing and filing the documents needed to form a Delaware limited liability company or a Delaware corporation. You supply the inputs — the entity type, the company name, the owners, and the other choices the Service asks you to make — and the Service populates a set of standard, non-negotiated forms from those inputs and submits the certificate of formation or certificate of incorporation to the Delaware Secretary of State. When the filing is accepted, a new entity comes into existence that is owned by the person or persons you designate from the moment it is formed. The standard forms may include the formation certificate, an operating agreement or bylaws, initial consents or resolutions, and filing instructions, in each case as generic templates rather than documents drafted for your situation.

2. Not a Law Firm; No Legal Advice

General Legal, Inc. is a technology company and a management-services organization. It is not a law firm, it does not practice law, and no one who delivers the Service to you is acting as your lawyer. The Service does not examine your inputs for legal sufficiency, reach legal conclusions, decide which entity or which terms are right for you, or apply the law to your circumstances; those judgments are yours to make or to obtain elsewhere. Nothing you share with us is protected by the attorney-client privilege, and using the Service creates no attorney-client relationship and imposes no professional or fiduciary duty on us.

General Legal, LLP is a separate, independently operated law firm. If you want legal advice — about which entity to choose, how to structure ownership, or anything else — you are free to engage that firm, or any other lawyer, under a separate engagement and separate terms. We do not decide whether that firm accepts you, we do not take part in or direct the advice it gives, and we receive no share of any legal fee it earns. Whether to seek legal help, and from whom, is entirely your choice.

3. Your Role and Responsibility

Because the Service works only from what you give it and does only what you direct, you are responsible for the accuracy and completeness of every input, for the choices you make about entity type, name, ownership, and governance, and for the legal, tax, and business consequences of those choices. You are also responsible for satisfying yourself that the standard forms fit what you are trying to accomplish before you rely on them. We act as a scrivener and limited filing agent carrying out your instructions; we do not confirm, correct, or improve the information you provide.

4. Suitability and Scope

The Service is built for straightforward formations — a single class of ownership, standard governance, and a lawful, unregulated business. It is not designed for, and you should not use it for, matters that call for tailored drafting or judgment, such as multiple or preferred classes of equity, unusual control or economic arrangements, fund or holding-company structures, businesses in licensed or regulated fields, or anything that would require the standard forms to be changed. If a request falls outside what the Service is built to handle, we may decline it and direct you to obtain professional help.

5. Agents and Authority

The Service is made to be operated by software, including autonomous and semi-autonomous artificial-intelligence agents, acting through the MCP Server (each, an "Agent"). The human being or legal entity on whose behalf an Agent acts is the "Principal," and the Principal is the party to these Terms and the "you" to whom they refer. Any action an Agent takes through the Service — accepting these Terms, submitting information, ordering a formation, or anything else — is treated as the Principal's own act and binds the Principal, whether or not the Principal directed that specific action. You are responsible for selecting, configuring, supervising, and controlling any Agent that acts for you, and you warrant that each such Agent is authorized to bind you. We may rely on an Agent's apparent authority and have no duty to investigate whether the Agent is in fact authorized or whether its Principal exists, consents, or has capacity.

6. Human Signatories

A natural person must review, adopt, and sign the formation documents; an Agent may not serve as, or be named as, an incorporator, organizer, signatory, owner, member, manager, director, or officer. If you form a corporation, Delaware law requires that at least one director be a natural person (8 Del. C. § 141(b)). If you form a limited liability company, a natural person must still stand behind and execute the filing, even though Delaware does not require a human manager. You are responsible for designating the individuals who will hold these roles and for ensuring that each document requiring a person's signature is in fact signed by that person.

7. Filing and Delivery

To carry out your order, you authorize us (or a person we designate) to act solely in a ministerial capacity as the "authorized person" who signs and submits the formation certificate under 8 Del. C. § 103 and to communicate with the Delaware Secretary of State for that purpose. That authority

is limited to making the filing; we take no ownership, management, or continuing role in the entity, and any ministerial role we hold ends when the filing is made. We do not guarantee that a chosen name will be available, that the state will accept a filing, or that any filing will be completed within a particular time, and a rejection or delay by the state is not our responsibility. When the state accepts the filing, we deliver the stamped evidence of formation to you or your Agent.

8. Eligibility and Verification

To use the Service you must be at least 18 years old and have the capacity and authority to enter into these Terms and to form and own a company. Before or after a filing, we may ask for, and you agree to give, accurate identifying information about you, the Principal, each person who will sign or hold a role, and each beneficial owner, and we may verify that information ourselves or through third parties. You represent that none of those persons is located in an embargoed jurisdiction, appears on a U.S. Treasury Office of Foreign Assets Control or other restricted-party list, or is otherwise barred from the transaction. We may refuse, condition, delay, pause, or reverse any order or account in our discretion — including for compliance, sanctions, fraud, or risk reasons — with or without notice.

9. Prohibited Conduct

You will use the Service, and operate any entity it forms, only for lawful purposes. You will not use either to commit or facilitate fraud, money laundering, terrorist financing, sanctions or tax evasion, or the unlawful concealment of who owns or controls a company; to issue or sell securities in violation of law; to carry on a licensed or regulated activity without the license it requires; or to break any other applicable law. You will not resell, sublicense, or make the Service available to others as your own, probe or reverse engineer it, use it to build a competing product, or access it other than as we permit.

10. Post-Formation Obligations

Once an entity exists, keeping it in good standing is up to you. That includes filing or updating any beneficial-ownership report the Corporate Transparency Act requires with FinCEN; obtaining an employer identification number and keeping the IRS "responsible party" current; paying Delaware franchise tax and maintaining a Delaware registered agent; qualifying the entity to do business in each state where it operates; and observing the formalities and the ongoing legal, tax, and regulatory requirements that apply to it. Where we serve as a company applicant for a formation, we may retain the information that role requires, but we take on none of these obligations for you.

11. Accounts

Some features require an account or credentials, including API keys or MCP credentials. You agree to keep your account information accurate and current, to safeguard your credentials, and to share them only with an Agent you control. Everything done through your account or your Agent is your responsibility, and you will notify us promptly if you suspect it has been compromised.

12. Fees

You will pay the fee shown at the time of your order for the Service, plus the Delaware filing fee, franchise tax, registered-agent charge, and any other government or pass-through cost we collect on your behalf, together with applicable taxes. We bill through a third-party payment processor, and by ordering you authorize the charge. Once a filing has been submitted, our fees are earned and non-refundable except where the law requires otherwise, and amounts paid to the state or to other third parties are never refundable.

13. Related Third-Party Offerings

The Service may point you to non-legal products offered by other companies, such as legal services, business banking or bookkeeping. Those offerings are provided by the third parties on their own terms, and you deal with them at your own risk and after your own diligence; we do not provide, endorse, or stand behind them. Where we are paid or otherwise benefit from referring you to a third party, we will disclose that connection as the Federal Trade Commission’s guidance on endorsements requires.

14. Intellectual Property

Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable right to use the Service and the MCP Server to form your entity and receive your documents. We and our licensors keep all right, title, and interest in the Service and the MCP Server; the standard forms are made available under the open license identified with them, which these Terms do not narrow. If you send us feedback, you grant us an unrestricted, perpetual, royalty-free right to use it, and you should not send us anything you consider confidential.

15. Disclaimer of Warranties

The Service, the MCP Server, every document it produces, and every filing it makes are provided "as is" and "as available." To the fullest extent the law allows, we disclaim all warranties of any kind, whether express or implied, including merchantability, fitness for a particular purpose, title, and non-infringement, and we do not warrant that any document or entity will be legally adequate, valid, or effective to achieve any result you have in mind, or that the Service will be uninterrupted, secure, or error-free. You accept the risk of relying on a standardized product.

16. Limitation of Liability

To the maximum extent the law allows, we will not be liable for lost profits or revenue or for any indirect, consequential, incidental, special, exemplary, or punitive damages arising out of or relating to the Service or any entity formed through it, and our total liability for all claims will not exceed the greater of the fees you paid us for the formation at issue or one hundred U.S. dollars. Nothing in these Terms limits liability that cannot be limited under applicable law.

17. Indemnification

You will defend and indemnify us, our affiliates, our clients and customers (including General Legal, LLP), and our and their officers, directors, employees, and agents against any third-party claim, and any resulting loss, cost, and reasonable attorneys’ fee, that arises out of your or your

Agent's use of the Service, the existence or operation of any entity formed through it, your breach of these Terms, or your violation of any law. We may assume the defense of any such claim at your expense, and you will not settle it in a way that affects us without our consent.

18. Suspension, Termination, and Survival

These Terms apply while you use the Service. We may suspend or end your access at any time, including for a suspected breach or for compliance reasons, and doing so does not undo a filing that has already been completed. The provisions that by their nature should continue — including those on your role and responsibility, prohibited conduct, fees, warranties, liability, indemnification, and dispute resolution — survive after your access ends.

19. Privacy

We handle the personal and identifying information you provide, including the identity and beneficial-ownership details described above, in line with our Privacy Policy at https://general.legal/privacy-policy, which is part of these Terms. If the Privacy Policy and these Terms ever conflict about personal data, the Privacy Policy governs.

20. Electronic Signatures and Communications

You agree to do business electronically and to use electronic signatures and records for these Terms and for the formation documents, under the federal ESIGN Act (15 U.S.C. § 7001 et seq.) and the applicable Uniform Electronic Transactions Act. You represent that any electronic signature submitted for you is intended to bind the person who gives it and that the person has the authority and capacity to sign (see Section 6 on who must sign). You also agree that we may communicate with you electronically and that those communications satisfy any requirement that they be in writing.

21. Dispute Resolution

Except for an individual small-claims action or a request for a court order protecting intellectual property, you and we agree to resolve every dispute arising out of or relating to the Service or these Terms by binding, individual arbitration before JAMS under its applicable rules, rather than in court. Before starting arbitration, the party raising the dispute will send the other written notice and the parties will try in good faith to resolve it within 60 days. You and we each give up the right to a jury and agree that claims may be brought only individually, and not in any class, collective, or representative capacity. You may reject this arbitration agreement by sending written notice of your name and your intent to opt out within 30 days after you first accept these Terms; opting out leaves the rest of these Terms in force. Notices under this Section go to incorporations-disputes@general.legal.

22. State Notices

These notices apply only to users whom the identified state's law covers, and they prevail over any conflicting term for those users. California: under Civil Code section 1789.3, the provider is General Legal, Inc., 5412 New Harbor Way Union City, CA 94587, and complaints may be sent to the Complaint Assistance Unit, Division of Consumer Services, California Department of

Consumer Affairs, 1625 North Market Boulevard, Suite N-112, Sacramento, CA 95834, or made by telephone at (800) 952-5210.

23. General

These Terms are governed by California law, without regard to its conflict-of-law rules, and for any matter not sent to arbitration you and we submit to the exclusive jurisdiction of the state and federal courts located in San Francisco, CA. We may change these Terms, with material changes taking effect on reasonable notice, and your continued use after that constitutes acceptance. You may not assign these Terms without our consent; we may assign them freely, including to an affiliate. These Terms, together with the policies and documents they refer to, are the entire agreement about the Service, and if any part is held unenforceable the remainder stays in effect and the unenforceable part is narrowed to the least extent necessary. "Including" means "including without limitation." You will not use or move the Service or anything it produces in violation of U.S. export-control laws. Questions about these Terms go to incorporations-inquiries@general.legal.