PRIVACY & SECURITY

Blue Terms of Service

Effective November 10, 2026. Replaces the Blue Voice Assistant terms of July 27, 2025 and the August 25, 2026 draft.

These Terms are the agreement between you and Effortless Trading, Inc. ("Blue," "we," "us") for the Blue Phone and everything that comes with it: BlueOS, the Blue apps, your Blue account and the Blue cloud, the Blue Store and our software update service, the Blue Mac app, any hardware we sell you, Blue Max and any other subscription, and our website at heyblue.com (together, the "Service"). Our Privacy Policy describes how we handle your data and is part of these Terms.

By creating a Blue account or using the Service, you agree to these Terms. If you do not agree, do not use Blue. You must be at least 18 and able to enter a binding contract. If you use Blue for an organization, you confirm you have authority to bind it.

1. What Blue is, and what it is not yet

> **In short:** A phone with a chief of staff built in, in beta. Expect defects, keep your own backups, and if we ever discontinue Blue you get 30 days' notice and an export.

Blue is a phone with a chief of staff built in. The Blue assistant reads your notifications, messages, and email, remembers what matters to you, and acts on your requests: it can message, call, email, operate your apps, and run tasks in the background.

Blue is new. Batch 2 is a beta release. You should expect defects, features that change or disappear without notice, and the occasional bad day. We work hard to protect your data, and we keep backups, but keep your own copies of anything you cannot afford to lose. We may modify, suspend, or discontinue any part of the Service at any time; if we discontinue the Service entirely, we will give you at least 30 days' notice and a way to export your data.

Blue is not affiliated with, endorsed by, or sponsored by Google or Apple. Their names belong to them, and neither of them supports a device running BlueOS. BlueOS includes open-source software, including the Android Open Source Project and other open-source components, each under its own license, which governs that component. We will provide required notices and, where applicable, source on request at hello@heyblue.com.

2. Your Blue Phone

> **In short:** A Google Pixel running BlueOS. The bootloader is unlocked, so the manufacturer's warranty may not apply and a few things work differently. Our own warranty and 30-day return policy apply.

What you are buying. A Blue Phone is a Google Pixel on which we have installed BlueOS. Because installing a different operating system requires unlocking the device's bootloader, the manufacturer's warranty and support programs may not apply to it, and some features behave differently than on a stock Pixel: carrier services, device attestation, apps that refuse to run on a modified operating system, and tap-to-pay (Google Wallet NFC payments do not currently work on Blue). We tell you about the limits we know of on heyblue.com before you buy, and we keep that list current.

Our warranty and returns. The Blue Phone is covered by the limited warranty and return policy published with it at heyblue.com at the time of your order. Today that is 30-day returns from delivery, with no fee on returns or cancelled orders, and prices exclude tax. Nothing in these Terms limits a right you have under consumer protection law that cannot be waived, including under California law.

If you install BlueOS yourself. If we ever provide BlueOS for you to install on your own device, installing it erases the device, unlocks its bootloader, can void the manufacturer's warranty, and can fail in ways that leave the device unusable. Back up first. You must own the device or have the owner's permission, and it must not be carrier-locked, under a financing agreement, or reported lost or stolen. You accept those risks.

Updates. Blue updates often. You agree to the automatic download and installation of operating system, app, and security updates, which may change or remove functionality and are necessary to keep your phone supported and secure.

3. Your account and your responsibilities

> **In short:** Your account and your phone are your responsibility, and so is getting consent when Blue records other people.

You are responsible for your credentials, your device passcode and biometrics, and everything done through your account, including by anyone you let use or speak to your phone. Tell us at hello@heyblue.com if you think your account has been compromised.

You agree to use Blue only for lawful purposes, and not to:

- record, intercept, or capture any conversation, communication, screen, or record you do not have the legal right to capture. Many places, including California, require everyone's consent to record a conversation. Blue captures audio, screens, and messages involving people who have not agreed to these Terms; telling them and getting any required consent is your responsibility;
- use Blue to send unsolicited bulk messages, spam, or automated calls, or to break telemarketing, anti-spam, or robocall laws;
- try to gain unauthorized access to the Service, other accounts, or connected systems, or to damage, overload, or interfere with the Service;
- reverse-engineer the closed-source parts of Blue, except where the law or an open-source license allows it;
- use Blue in violation of United States export control or sanctions laws;
- use Blue to transmit material that is unlawful, harassing, defamatory, or otherwise objectionable.

4. Your data

> **In short:** Your data is yours. We get only the license we need to run Blue for you, and it ends when you delete.

Your data is yours. Our Privacy Policy explains what Blue handles and how; in short: we store your data to make Blue work for you, encrypted, in the United States; we do not sell it, use it for advertising, or train AI models on it; by default no one at Blue reads it; and you can see, edit, delete, and export it.

So that we can run the Service, you grant us a limited, non-exclusive, worldwide license to host, store, process, transmit, and display your content, solely to provide the Service to you and to the people you choose to share with, and to keep it secure. This license ends when you delete the content or your account, except for copies in backups for the period described in the Privacy Policy and anything we must keep by law. You confirm that you have the rights you need in the content you put on Blue, including content about other people.

5. The assistant acts on your behalf

> **In short:** What the assistant does for you counts as yours, some of it cannot be undone, and it makes mistakes. Your voice is not a password; keep your phone locked.

When you ask Blue to do something, you authorize it to do it. The assistant can send messages, place and answer calls, send email through a linked account, create and change contacts and calendar events, install and remove apps, change settings, and operate any app on your phone by tapping and typing, including apps that spend money or make commitments. You are responsible for those actions as if you had taken them yourself, and some of them cannot be undone.

It makes mistakes. Blue is powered by AI models. Its output can be wrong, incomplete, or made up, and it can misread a screen and take the wrong action. Check anything consequential. Blue does not give legal, medical, financial, tax, or other professional advice.

Your voice is a convenience, not a password. "Hey Blue" and voice recognition can be triggered by another person, a recording, or a television. Blue asks for your fingerprint or face before using Vault items and before certain sensitive actions, but not before everything. Keep your phone locked when it is not in your hand.

What Blue reads can be hostile. A web page, message, or document can contain hidden instructions aimed at the assistant. We defend against this and cannot eliminate it. Do not leave the assistant running unattended where an unwanted action would be costly.

Third-party services. When Blue uses an app, website, or account on your behalf, you remain bound by that service's terms. Some services prohibit automated access; we are not responsible for a third party suspending your account with them.

6. Messaging and calling

> **In short:** Blue is not a carrier. Calls and texts run on your SIM, emergency calling is not guaranteed, and Blue-to-Blue messages are encrypted but not end-to-end.

Blue is not a telecommunications carrier and does not replace one. Calls and standard text messages run on your own carrier and SIM, under your carrier's rates and terms. We do not control carrier delivery and do not guarantee that any message or call is delivered, on time, or only once.

Emergency services. Emergency calling depends on your carrier, device, SIM, and network. Do not rely on Blue, the assistant, or a voice command to reach emergency services. Always keep another way to call for help.

Messages between Blue users travel through our servers and are stored in each participant's account, encrypted in transit and at rest; they are not end-to-end encrypted. Registering a phone number on the Blue network is a revocable license to use that number on our service; we may suspend it, for example if your phone stops confirming that it holds the SIM. You may not register a number you do not control.

7. The Vault

> **In short:** The assistant never sees Vault secrets. Keep an independent copy of anything you cannot afford to lose access to.

The Vault stores credentials, one-time-code seeds, payment cards, government identifiers, and secure notes under the protections described in the Privacy Policy. The assistant never sees Vault secrets and can only use them on your phone after your fingerprint or face. Keep an independent copy of anything you cannot afford to lose access to; we do not guarantee that an entry will always be available or recoverable.

8. Purchases and subscriptions

> **In short:** Prices exclude tax, delivery dates are estimates, Blue Max renews automatically after the included period until you cancel, and we tell you before any price change.

This section applies if you buy anything from us.

Payment. Prices are in U.S. dollars and exclude taxes, duties, and shipping unless stated. Payments are processed by Stripe, whose terms apply to the payment itself. You authorize us and Stripe to charge the payment method you provide for the amounts shown at checkout plus applicable taxes.

Pre-orders and delivery dates. When we sell a product before it ships, any delivery date we give is an estimate, and products, specifications, and included benefits may change before delivery. If we cancel your order or cannot deliver, we will refund what you paid in full.

Blue Max and other subscriptions. A Blue Phone purchase includes the period of Blue Max stated at checkout. After it, a subscription renews automatically for successive terms at the then-current price until you cancel. We will show you the price, term, and renewal date before you buy, remind you before a renewal where the law requires, and give you notice and a chance to cancel before any price increase. You may cancel at any time in Settings or by emailing hello@heyblue.com, effective at the end of the current term; cancelling stops future charges. Unless the law or a specific offer says otherwise, fees already paid are not refundable and there are no partial-period refunds.

Hardware. Title and risk of loss pass to you on delivery to the carrier. Returns are governed by Section 2.

9. Intellectual property

> **In short:** Blue belongs to Effortless Trading, Inc. and its licensors; open-source components keep their own licenses; your content stays yours.

The Service and everything in it other than your content, including BlueOS, the Blue apps, the assistant, and the Blue name and logo, belong to Effortless Trading, Inc. and its licensors and are protected by copyright, trademark, and other laws. Open-source components are governed by their own licenses. These Terms do not give you any right to our trademarks.

10. Disclaimers

> **In short:** Blue is provided as is, with no warranty beyond the hardware warranty published with your phone.

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT THE LAW ALLOWS, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT DEFECTS WILL BE CORRECTED, THAT YOUR DATA WILL NEVER BE LOST, THAT MESSAGES OR CALLS WILL BE DELIVERED, OR THAT THE ASSISTANT WILL ACT CORRECTLY OR ONLY AS YOU INTENDED. YOU ACKNOWLEDGE THE RISKS DESCRIBED IN THESE TERMS, INCLUDING THE LIMITS OF EMERGENCY CALLING, THE ASSISTANT TAKING REAL ACTIONS ON YOUR BEHALF, AND THE ABSENCE OF END-TO-END ENCRYPTION FOR MESSAGES BETWEEN BLUE USERS. THE HARDWARE WARRANTY IN SECTION 2 IS THE ONLY WARRANTY WE GIVE ON HARDWARE.

11. Limitation of liability

> **In short:** Our liability in any 12-month period is capped at what you paid us or $100, whichever is greater, except where the law does not allow a cap.

TO THE FULLEST EXTENT THE LAW ALLOWS, EFFORTLESS TRADING, INC. AND ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, DATA, USE, OR GOODWILL, ARISING OUT OF OR RELATING TO THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER THEORY, EVEN IF WE HAVE BEEN TOLD SUCH DAMAGES WERE POSSIBLE.

OUR TOTAL LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE IN ANY TWELVE-MONTH PERIOD WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID US IN THE TWELVE MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS.

These limits do not apply to liability that cannot be limited by law, including liability for death or personal injury caused by our negligence, for fraud, or under non-waivable consumer protection law. Some jurisdictions do not allow some of these exclusions, so parts of Sections 10 and 11 may not apply to you.

12. Indemnification

> **In short:** You cover claims that come from your breach of these Terms, your recordings of others, or actions the assistant took at your direction, unless we caused them.

You agree to defend and indemnify Effortless Trading, Inc. and its officers, directors, employees, and agents against claims, damages, and reasonable costs, including attorney's fees, arising from your breach of these Terms, your violation of the law or of someone else's rights, your recording or sharing of another person's communications or information, or actions the assistant took at your direction, except to the extent caused by our own breach or negligence.

13. Ending the agreement

> **In short:** Leave any time and your data is deleted. We can end your access for a material breach, with notice and an export where we reasonably can.

You can stop using Blue and delete your account at any time, in Settings or by emailing hello@heyblue.com. We delete your data as described in the Privacy Policy.

We may suspend or end your access if you materially breach these Terms, if the law requires it, or if continuing would create a risk to you, other users, or Blue. Where we reasonably can, we will tell you why and give you a chance to fix it, and you will be able to export your data. Provisions that by their nature should survive, including Sections 4, 9, 10, 11, and 12, survive termination.

14. Changes to these Terms

> **In short:** At least 30 days' notice before a material change, and you can leave before it takes effect.

We may change these Terms. If a change is material, we will give you at least 30 days' notice in Blue or by email before it takes effect, and you may end the agreement before then. Continuing to use Blue after a change takes effect means you accept it.

15. Governing law and disputes

> **In short:** California law; disputes go to the courts of Santa Clara County, with small-claims court available to either side.

These Terms are governed by the laws of the State of California, without regard to its conflict-of-law rules. Any dispute will be resolved in the state or federal courts located in Santa Clara County, California, and you and we consent to their jurisdiction, except that either of us may bring a qualifying claim in small-claims court. Nothing in this section takes away a protection you have under the mandatory consumer law of the place where you live.

16. Contact

> **In short:** hello@heyblue.com.

Effortless Trading, Inc.
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