

Terms of Service for GenAI Suite

Effective Date: June 20, 2024

1. Introduction

Welcome to GenAI Suite ("App"), operated by Mitchell Apps LLC ("Company," "we," "our," "us"). These Terms of Service ("Terms") govern your use of our iOS application. By accessing or using the App, you agree to comply with and be bound by these Terms. If you do not agree to these Terms, please do not use the App.

2. Company Information

- Company Name: Mitchell Apps LLC

3. Acceptance of Terms

By accessing or using our App, you agree to these Terms and our Privacy Policy. If you do not agree, you may not use the App.

4. Age Requirement

You must be at least 13 years old to use the App. By using the App, you represent and warrant that you are at least 13 years of age.

5. Arbitration Agreement

You agree to resolve any disputes arising from these Terms or your use of the App through binding arbitration, rather than in court, except for matters that may be taken to small claims court. Arbitration will be conducted under the rules of the American Arbitration Association (AAA). You waive your right to a jury trial or to participate in a class action lawsuit.

6. Release of Liability

To the fullest extent permitted by law, you agree to release, indemnify, and hold harmless Mitchell Apps LLC and its affiliates, officers, employees, and agents from any and all liabilities, claims, damages, costs, and expenses, including attorney's fees, arising out of or related to your use of the App, including but not limited to user-generated content.

7. Payments

All payments for in-app purchases are processed through the App Store. By making a purchase, you agree to the payment terms and conditions of the App Store.

8. Subscriptions

Subscription Period

The Service or some parts of the Service are available only with a paid Subscription. You will be billed in advance on a recurring and periodic basis (such as daily, weekly, monthly, or annually), depending on the type of Subscription plan you select when purchasing the Subscription.

At the end of each period, your Subscription will automatically renew under the exact same conditions unless you cancel it or the Company cancels it.

Subscription Cancellations

You may cancel your Subscription renewal through your account settings page. You will not receive a refund for the fees you already paid for your current Subscription period.

If the Subscription has been made through an In-app Purchase, you can cancel the renewal of your Subscription in the App Store.

Billing

For all In-app Purchases, all billing is handled by the App Store and is governed by the App Store's own terms and conditions.

Should automatic billing fail to occur for any reason, the Company will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Fee Changes

The Company, in its sole discretion and at any time, may modify the Subscription fees. Any Subscription fee change will become effective at the end of the then-current Subscription period.

The Company will provide you with reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

Refunds

Except when required by law, paid Subscription fees are non-refundable.

If the Subscription has been made through an In-app purchase, the App Store's refund policy will apply. If you wish to request a refund, you may do so by contacting the App Store directly.

9. In-app Purchases

The Application may include In-app Purchases that allow you to buy products, services, or Subscriptions.

More information about how you may be able to manage In-app Purchases using your Device may be set out in the App Store's own terms and conditions or in your Device's Help settings.

In-app Purchases can only be consumed within the Application. If you make an In-app Purchase, that In-app Purchase cannot be canceled after you have initiated its download. In-app Purchases cannot be redeemed for cash or other consideration or otherwise transferred.

If any In-app Purchase is not successfully downloaded or does not work once it has been successfully downloaded, we will, after becoming aware of the fault or being notified of the fault by you, investigate the reason for the fault. We will act reasonably in deciding whether to provide you with a replacement In-app Purchase or issue you with a patch to repair the fault. In no event will we charge you to replace or repair the In-app Purchase. If you wish to request a refund, you may do so by contacting the App Store directly.

You acknowledge and agree that all billing and transaction processes are handled by the App Store from where you downloaded the Application and are governed by that App Store's own terms and conditions. If you have any payment-related issues with In-app Purchases, then you need to contact the App Store directly.

Non-Consumable items, such as virtual goods or services that are purchased within our application, will be made available to end-users in accordance with the usage rules specified by the platform provider (e.g., Apple's App Store). Consumable items, which are items that an end-user consumes or uses up within the application, will not be transferrable to other devices associated with the end-user's account, and it is the responsibility of the end-user to be aware of and accept this limitation.

10. Analytics

We use analytics tools to understand how our App is used. This information helps us improve the App and provide a better user experience. We only use data collected within the App for these purposes. By using the App, you consent to the collection and use of your data for analytics purposes.

11. Third-Party Data Processors

We may use third-party service providers to process and store personal data. These third parties are bound by strict data protection agreements to ensure the security and confidentiality of your information.

12. Prohibited Conduct and Content

General

By using AI GenSuite, you agree not to engage in conduct that is illegal, infringes on the rights of others, or is harmful to others. This includes both the content you provide and the content you request from the AI models within the app.

No Abusive or Unlawful Use

You may not use the App in any manner that could damage, disable, overburden, or impair it, or interfere with any other party's use.

Prohibited Content and Requests

The following are strictly prohibited:

- **Sexual Content:** Explicit sexual content or pornography.
- **Violent Content:** Excessively violent content or content that glorifies violence.
- **Hateful Content:** Content promoting hate or violence against groups based on race, ethnicity, religion, gender identity, sexual orientation, disability, etc.
- **Harassing Content:** Bullying, insulting, intimidating, or harming another person.
- **Self-Harm:** Content promoting self-harm or suicidal behavior.

Enforcement

We reserve the right to monitor, review, remove, or suspend accounts based on violations of these Terms.

13. Basic Privacy Policy

Your privacy is important to us. Our Privacy Policy explains how we collect, use, and share information about you when you use our App. By using the App, you agree to the collection and use of your information in accordance with our Privacy Policy.

14. CCPA Compliance

If you are a California resident, you have specific rights regarding your personal information under the California Consumer Privacy Act (CCPA).

To exercise your CCPA rights, please contact us at support@mitchellappsllc.com.

15. GDPR Compliance

If you are a resident of the European Economic Area (EEA), you have certain data protection rights under the General Data Protection Regulation (GDPR).

To exercise your GDPR rights, please contact us at support@mitchellappsllc.com.

16. Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms.

Upon termination, your right to use the Service will cease immediately. If you wish to terminate your account, you may simply discontinue using the Service.

17. Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of the Company and any of its suppliers under any provision of these Terms and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

18. "AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

19. Governing Law

These Terms are governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles.

20. Modifications to Terms

We reserve the right to modify these Terms at any time. Any changes will be effective immediately upon posting the revised Terms in the App. Your continued use of the App following the posting of changes constitutes your acceptance of such changes.

21. Contact Us

If you have any questions about these Terms, please contact us at:

- **Email:** support@mitchellappsllc.com