

Prism Labs Terms of Service

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Thanks for using a Prism Labs product or service! These terms of service ("Terms") cover your use and access to our services, client software and websites ("Services"). If you reside inside or outside of Canada your agreement is with Prism Labs Incorporated. Our Privacy Policy explains how we collect and use your information while our Acceptable Use Policy outlines your responsibilities when using our Services. By using our Services, you're agreeing to be bound by these Terms, our Privacy Policy, and Acceptable Use Policy.

Your Stuff & Your Permissions

When you use our Services, you provide us with things like your files, content, messages, contacts, and so on ("Your Stuff"). Your Stuff is yours. These Terms don't give us any rights to Your Stuff except for the limited rights that enable us to offer the Services.

You may need to register for an account to access the Services, and we may create an account for you so that you can interact with the Services.

Our Services include a suite of apps and websites. To help you stay productive, when you use the same account to access different parts of the suite, Your Stuff may come with you.

We need your permission to do things like hosting Your Stuff, backing it up, and sharing it when you ask us to. Our Services also provide you with features like commenting, sharing, searching, image thumbnails, document previews, optical character recognition (OCR), easy sorting and organization, and personalization to help reduce busywork. To provide these and other features, Prism Forms accesses, stores, and scans Your Stuff. You give us permission to do those things, and this permission extends to our affiliates and trusted third parties we work with.

Your Responsibilities

Your use of our Services must comply with our Acceptable Use Policy. Content in the Services may be protected by others' intellectual property rights. Please don't copy, upload, download, or share content unless you have the right to do so.

Prism Forms may review your conduct and content for compliance with these Terms and our Acceptable Use Policy. We aren't responsible for the content people post and share via the Services.

Help us keep Your Stuff protected. Safeguard your password to the Services, and keep your account information current. Don't share your account credentials or give others access to your account.

You may use our Services only as permitted by applicable law, including export control laws and regulations. Finally, to use our Services, you must be at least 13 if you reside in the United States, and 16 if you reside anywhere else. If the law where you reside requires that you must be older in order for Prism Forms to lawfully provide the Services to you without parental consent (including use of your personal data), then you must be that older age.

Software

Some of our Services allow you to download client software ("Software") which may update automatically. So long as you comply with these Terms, we give you a limited, nonexclusive, non transferable, revocable license to use the Software, solely to access the Services. To the extent any component of the Software may be offered under an open source license, we'll make that license available to you and the provisions of that license may expressly override some of these Terms. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so.

Beta Services

We sometimes release products and features that we're still testing and evaluating ("Beta Services"). Beta Services are labeled "alpha," "beta," "preview," "early access," or "evaluation" (or with words or phrases with similar meanings) and may not be as reliable as Prism Labs' other services. Beta Services are made available so that we can collect user feedback, and by using our Beta Services, you agree that we may contact you to collect such feedback.

Beta Services are confidential until official launch. If you use any Beta Services, you agree not to disclose any information about those Services to anyone else without our permission.

Electronic Signatures

By using a part of the Services that facilitates electronic signatures, you agree to do business electronically and to use electronic records and signatures. There may be laws where you reside governing what types of documents and transactions are appropriate for such signatures. It's your responsibility to ensure that the electronic signature functionality provided by the Services is appropriate for your scenario. If the Services include sample documents (like a template NDA), these documents are for informational purposes only.

Additional Features and Changes to Service

From time to time, Prism Labs will change, withdraw, or add additional features to enhance the user experience of the services we offer.

Third-Party Features

The Services may give you the option to link to third-party features and integrations. Prism Labs does not own or operate any such features or integrations. If you access or use any third-party features or integrations, you are responsible for this access and use, and Prism Labs is not responsible for any act or omission of the third party or the availability, accuracy, the related content, products or services of third parties.

Our Stuff

The Services are protected by copyright, trademark, and other Canadian and foreign laws. These Terms don't grant you any right, title, or interest in the Services, others' content in the Services, Prism Labs trademarks, logos and other brand features. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.

Copyright

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. Copyright infringement claims should be submitted using our Copyright Complaint address.

copyright@PrismForms.dev

Paid Accounts

Billing. You can add paid features and increased usage limits to your account (turning your account into a “Paid Account”). We’ll automatically bill you from the date you convert to a Paid Account and on each periodic renewal until cancellation. If you’re on an annual plan, we’ll send you a notice email reminding you that your plan is about to renew within a reasonable period of time prior to the renewal date. You’re responsible for all applicable taxes, and we’ll charge tax when required to do so. Some countries have mandatory local laws regarding your cancellation rights, and this paragraph doesn’t override these laws.

Cancellation. You may cancel your Paid Account at any time. Refunds are only issued if required by law.

Downgrades. Your Paid Account will remain in effect until it's canceled or terminated under these Terms. If you don't pay for your Paid Account on time, we reserve the right to suspend it or remove Paid Account features and data.

Changes. We may change the fees in effect on renewal of your subscription, to reflect factors such as changes to our product offerings, changes to our business, or changes in economic conditions. We’ll give you no less than 30 days’ advance notice of these changes via a message to the email address associated with your account and you’ll have the opportunity to cancel your subscription before the new fee comes into effect.

Termination

You’re free to stop using our Services at any time. We reserve the right to suspend or terminate your access to the Services with notice to you if Prism Labs reasonably believes:

1. you’re in breach of these Terms,
2. your use of the Services would cause a real risk of harm or loss to us or other users,
or
3. you don't have a Paid Account and haven't accessed our Services for 12 consecutive months.

We’ll provide you with reasonable advance notice via the email address associated with your account to remedy the activity that prompted us to contact you and give you the opportunity to export Your Stuff from our Services. If after such notice you fail to take the steps we ask of you, we’ll terminate or suspend your access to the Services.

We won't provide notice or an opportunity to export Your Stuff before termination or suspension of access to the Services where Prism Labs reasonably believes:

1. you're in material breach of these Terms, which includes, but is not limited to, violating our Acceptable Use Policy,
2. doing so would cause us legal liability or compromise our ability to provide the Services to our other users, or
3. we're prohibited from doing so by law.

Once we suspend or terminate your access to the Services, you will not be able to access or export Your Stuff. Prism Labs does not provide refunds if we suspend or terminate your access to the Services, unless required by law.

Discontinuation of Services

We may decide to discontinue the Services in response to exceptional unforeseen circumstances, events beyond Prism Labs' control (for example and not limited to: a natural disaster, fire, or explosion), or to comply with a legal requirement. If we do so, we'll give you reasonable prior notice so that you can export Your Stuff from our systems (we will give you no less than 30 days' notice where possible under the circumstances). If we discontinue the Services in this way before the end of any fixed or minimum term you have paid us for, we'll refund the portion of the fees you have pre-paid but haven't received Services for.

Services "AS IS"

We strive to provide great Services, but there are certain things that we can't guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, PRISM LABS AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS." WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Limitation of Liability

WE DON'T EXCLUDE OR LIMIT OUR LIABILITY TO YOU WHERE IT WOULD BE ILLEGAL TO DO SO—THIS INCLUDES ANY LIABILITY FOR PRISM LABS OR ITS AFFILIATES' FRAUD OR FRAUDULENT MISREPRESENTATION IN PROVIDING THE SERVICES. IN COUNTRIES WHERE THE FOLLOWING TYPES OF EXCLUSIONS AREN'T

ALLOWED, WE'RE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL OR OUR BREACH OF OUR CONTRACT WITH YOU. THIS PARAGRAPH DOESN'T AFFECT CONSUMER RIGHTS THAT CAN'T BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT.

IN COUNTRIES WHERE EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE ALLOWED, PRISM LABS, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS WON'T BE LIABLE FOR:

1. ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR
2. ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY.

THESE EXCLUSIONS OR LIMITATIONS WILL APPLY REGARDLESS OF WHETHER OR NOT PRISM LABS OR ANY OF ITS AFFILIATES HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU USE THE SERVICES FOR ANY COMMERCIAL, BUSINESS, OR RESALE PURPOSE, PRISM LABS, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS WILL HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY. PRISM LABS AND ITS AFFILIATES AREN'T RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES.

OTHER THAN FOR THE TYPES OF LIABILITY WE CANNOT LIMIT BY LAW (AS DESCRIBED IN THIS SECTION), WE LIMIT OUR LIABILITY TO YOU TO THE GREATER OF \$20 CAD OR 100% OF ANY AMOUNT YOU'VE PAID UNDER YOUR CURRENT SERVICE PLAN WITH PRISM LABS. THIS PROVISION DOES NOT APPLY TO EU CONSUMERS WHERE PROHIBITED BY APPLICABLE LAW.

Resolving Disputes

Let's Try to Sort Things Out First. We want to address your concerns without needing a formal legal case. Before filing a claim against Prism Labs, you agree to try to resolve the dispute informally by sending us a written Notice of Dispute at dispute-notice@PrismLabs.dev that includes your name, a detailed description of the dispute, and the relief you seek. We'll try to resolve the dispute informally by contacting

you via email. If a dispute is not resolved within 60 days after submission, you or Prism Labs may bring a formal proceeding.

Judicial Forum for Disputes. You and Prism Labs agree that any judicial proceeding to resolve claims relating to these Terms or the Services will be brought in the Superior Court of Justice in Windsor, Ontario, Canada, subject to the mandatory arbitration provisions below. Both you and Prism Labs consent to venue and personal jurisdiction in such courts.

YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:

We Both Agree to Arbitrate. You and Prism Labs agree to resolve any claims relating to or arising out of these Terms or the Services through final and binding individual arbitration by a single arbitrator, except as set forth under the “Exceptions to Agreement to Arbitrate” below. This includes disputes arising out of or relating to the interpretation or application of this “Mandatory Arbitration Provisions” section, including its scope, enforceability, revocability, or validity. The arbitrator may award relief only individually and only to the extent necessary to redress your individual claim(s); the arbitrator may not award relief on behalf of others or the general public.

Any dispute, controversy or claim arising out of or relating to this contract including any question regarding its existence, interpretation, validity, breach or termination or the business relationship created by it shall be referred to and finally resolved by arbitration at Canadian Arbitration Association under the Canadian Arbitration Association Rules for Arbitration. The place of the arbitration shall be in Windsor, Ontario, Canada. The arbitration shall be conducted by a single arbitrator. The language of the arbitration shall be in English. The arbitration shall proceed in accordance with the provisions of the Arbitration Act Ontario. There will be no appeal from the decision of the Arbitral Tribunal on questions of fact, law, or mixed fact and law.

Controlling Law

The laws of the province of Ontario and the laws of Canada applicable therein shall govern use of any and all services offered by Prism Labs Incorporated and the interpretation, validity and effect of this agreement, notwithstanding any conflict of laws, provisions or your domicile, residence or physical location. You hereby consent and submit to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding related to this application and agree not to commence any such action or proceeding except in Windsor, Ontario, Canada.

Entire Agreement

These Terms constitute the entire agreement between you and Prism Labs with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. Our past, present, and future affiliates and agents can invoke our rights under this agreement in the event they become involved in a dispute with you. Otherwise, these Terms do not give rights to any third parties.

Waiver, Severability & Assignment

Prism Labs' failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. Prism Labs may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

Modifications

We may revise these Terms to better reflect:

1. changes to the law,
2. new regulatory requirements, or
3. improvements or enhancements made to our Services.

If an update affects your use of the Services or your legal rights as a user of our Services, we'll notify you prior to the update's effective date by sending an email to the email address associated with your account or via an in-product notification. These updated terms will be effective no less than 30 days from when we notify you.

If you don't agree to the updates we make, please cancel your account and stop using the Services before the updated Terms become effective. Where applicable, we'll offer you a prorated refund based on the amounts you have prepaid for Services and your account cancellation date. By continuing to use or access the Services after the updates come into effect, you agree to be bound by the revised Terms.