

TERMS OF USE

Effective Date: August 7, 2024

These Terms of Use (“Terms”) apply to your use of our AI-powered platform, services, software applications, and websites (collectively, “Services”). These Terms form a legally binding agreement between you and Bespoke Tech LLC, a Delaware corporation. By accessing or using our Services, you agree to comply with these Terms. If you do not agree, you must refrain from using our Services. Our Privacy Policy explains how we collect, use, and protect your personal information. It complements these Terms, and we recommend that you read it carefully.

Who We Are

Bespoke AI Inc. is a technology company focused on delivering advanced AI solutions to wealth management, investment advisory firms, banks, and other financial institutions. Our mission is to streamline processes, enhance advisory efficiency, and provide data-driven insights through our AI technology. For more information, please visit [our website](#).

Registration and Access

Minimum Age: You must be at least 18 years old to use our Services. If you use the Services on behalf of another person or entity, you must have the authority to accept these Terms on their behalf.

Registration: You must provide accurate and complete information when registering for an account. You are responsible for all activities that occur under your account. If you create an account or use the Services on behalf of an organization, your account may be linked to that organization’s business account.

Using Our Services

Permitted Use: Subject to your compliance with these Terms, you may access and use our Services. You must comply with all applicable laws, regulations, and guidelines we provide.

Prohibited Use: You may not use our Services for any illegal, harmful, or abusive activities. For example, you may not:

- Infringe, misappropriate, or violate anyone’s rights.
- Modify, copy, lease, sell, or distribute any of our Services.
- Attempt to reverse engineer, decompile, or discover the source code or underlying components of our Services, except as permitted by law.
- Use automated systems to extract data from the Services.
- Misrepresent output as human-generated when it is not.
- Interfere with or disrupt our Services, including circumventing any security measures.

Software: Our Services may allow you to download software, including mobile applications. These may update automatically to ensure you are using the latest version. Some software may include open-source components governed by their own licenses.

Content

Your Content: You may provide input (“Input”) and receive output based on the Input (“Output”). You are responsible for ensuring that your Content complies with applicable laws and these Terms. You represent that you have all necessary rights, licenses, and permissions to provide the Input.

Ownership of Content: You retain ownership rights in your Input. Bespoke assigns to you any rights, title, and interest it may have in your Output, to the extent permitted by law.

Accuracy of Content: The Services use AI technology, which may not always produce accurate results. You agree not to rely solely on the Output as factual information or professional advice and to review it carefully before using or sharing.

Privacy and Data Usage

Bespoke takes data security seriously. We employ industry-standard encryption protocols, rigorous access controls, and compliance with relevant certifications such as ISO 27001 and SOC 2 to protect your information. Our Privacy Policy outlines how we collect and use your information. We may use your Content to improve our Services, comply with the law, and enforce our terms. You may opt out of certain uses by following our guidelines.

Paid Accounts and Billing

Billing: For paid subscriptions, you must provide accurate billing information. We will charge your payment method on each renewal period until you cancel. Taxes are your responsibility.

Cancellation: You may cancel your subscription at any time. Payments are non-refundable except where required by law.

Termination and Suspension

Bespoke reserves the right to suspend or terminate your access if you violate these Terms or any usage policies. We may also terminate inactive accounts after a year without notice for non-paid users.

Limitation of Liability

Bespoke and its affiliates will not be liable for any indirect, incidental, or consequential damages arising from the use of our Services. Our total liability is limited to the amount you paid for the Service in the 12 months preceding the claim.

Dispute Resolution

Bespoke requires arbitration for resolving disputes, except for small claims and certain types of injunctive relief. You agree to resolve disputes individually and waive the right to a jury trial.

General Terms

Assignment: You may not assign or transfer any rights under these Terms. Bespoke may assign its rights to any affiliate or successor in interest.

Entire Agreement: These Terms and any other specific terms constitute the entire agreement between you and Bespoke regarding your use of the Services.

Governing Law: These Terms are governed by the laws of Delaware, USA, without regard to conflict of laws principles. All claims arising out of or related to these Terms will be litigated exclusively in the state or federal courts located in Delaware.

Contact Information

For any questions or concerns about these Terms or your use of Bespoke's Services, please contact your support representative.