Terms and Conditions

The following text defines the terms and conditions for using this website itsg33.ca. No other terms apply.

- 1. This agreement is made between the provider of website itsg33.ca ("the Provider") and the user ("the User") representing themselves or their employer.
- 2. The User warrants that they have lawful authority to enter into this contract with the Provider on behalf of themselves or their employer.
- 3. The service ("the Service") at itsg33.ca is provided for use by the User and other Users on a non-exclusive basis and for a fee.
- 4. The service at itsg33.ca provides assistance to the User to generate the Works.
- 5. The Works are defined as the assembly of curated sentences, where curation is completed by the User or the Service.
- 6. Curation as used here is optional according to the discretion and judgement of the User.
- 7. The Provider does not warrant that any or all sentences as provided or as curated or as modified or as generated are unique to the User.
- 8. The term of this Agreement shall be on a monthly basis, commencing on the Effective Date and continuing thereafter until terminated by either party upon written notice of at least 30 days.
- 9. The User agrees to pay the Provider the prescribed monthly fee for the provision of the Service.
- 10. The User agrees that payment for the Service is nonrefundable, except as otherwise provided by law or agreed upon in writing by both parties.
- 11. The User agrees not to use the Service at itsg33.ca or the Works or derivatives of the Works in any unlawful manner or for an unlawful purpose.
- 12. The User agrees that the website itsg33.ca is intended for human use and that the User shall not use automation, scripting or website-scraping or similar means to act on the website at faster than human speeds.
- 13. The User agrees not to reverse-engineer the website or the Service or the operating principles or functions or methods or to publicly disclose same.
- 14. The User agrees not to resell or redistribute the Service at any other website, platform, or service, nor as part of any other product or service.
- 15. The Provider agrees that, except as necessary to perform the Service or enforce this Agreement, it will not disclose to anyone any confidential information provided by the User (including but not limited to data input into the Service).
- 16. The User agrees to indemnify and hold harmless Provider against any claims, damages, losses, liabilities, costs (including reasonable attorneys' fees), or expenses arising out of User's breach of this Agreement.
- 17. The User agrees not to build a competitive service using any knowledge, reverse-engineering or Service experience developed in the use of the Service.

- 18. The User agrees not to perform network attacks, or search or test for compromises, or compromise the Service provided at the website itsg33.ca
- 19. The User agrees not to resell the Service at itsg33.ca at any other website or as part of any other website or service.
- 20. The Provider agrees not to publish identities or organization names as using the Service without prior written permission.
- 21. The User agrees that the Provider in their sole discretion may terminate or withhold Service from the User for reasons that may include violations of this agreement or other reasons.
- 22. The Provider does not warrant that any or all sentences as provided or as curated or as modified or as generated are applicable to any need, want, requirement, expectation or demand of the User or their employer.
- 23. The Works are provided "as is" and "as available", without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
- 24. All outputs generated through the Service, including but not limited to the text summaries, translations, and other linguistic creations which are the Works or are based on the Works shall be owned by the User for all purposes, subject to the restrictions on assertion of rights (paragraph 25), marking with government classification (paragraph 26), or marking "ITAR Controlled" (paragraph 27).
- 25. The User, or their employer, agrees not to assert rights that may infringe on the rights of other Service users or of the Provider of the itsg33.ca website or Service.
- 26. The User, or their employer, agrees not to mark the Works with a government security classification or codeword that may reasonably be expected to circumscribe or be detrimental to the rights of other Users of the Service or the Provider of the Service.
- 27. The User, or their employer, agrees not to mark the Works with the label "ITAR Controlled" as defined by USC 22 CFR Part 120-Part 130.
- 28. This Agreement shall be governed by and construed in accordance with the laws of British Columbia.
- 29. Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts of British Columbia.
- 30. This agreement is dated 2024-11-16 and may be modified from time to time.

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