

TERMS OF SERVICE FOR PROMPTENGINEERS.AI

Welcome to promptengineers.ai, a software as a service (SaaS) application provided by Adaptive Business Solutions DBA promptengineers.ai. These terms of service (the "Terms") govern your use of the promptengineers.ai platform and any associated services, software, and documentation (collectively, the "Service").

By accessing or using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, you are not authorized to use the Service.

1. Service Description

The Service is a platform for automating and optimizing engineering processes. The Service is provided "as is" and may contain bugs, errors, and other issues, as described in the beta disclaimer below. Your use of the Service is at your own risk.

2. Beta Disclaimer

The Service is currently in the beta testing phase and may contain bugs, errors, and other issues. The purpose of the beta phase is to gather feedback and test the Service before its official release.

By using the Service, you acknowledge that it is in a beta testing phase and may not be reliable, safe, or fit for any particular purpose. The Service is provided "as is" without any warranties or conditions of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Adaptive Business Solutions DBA promptengineers.ai, its affiliates, and its employees, officers, agents, and contractors, shall have no liability, obligation, or responsibility to you or any other person for any losses, damages, liabilities, claims, or expenses arising from the use of the Service, including without limitation any direct, indirect, incidental, special, exemplary, punitive, or consequential damages, even if [Company Name] has been advised of the possibility of such damages.

3. User Accounts

To use the Service, you must create an account. You agree to provide accurate, current, and complete information about yourself as prompted by the account registration process and to maintain and update this information to keep it accurate, current, and complete.

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not use another person's account without their permission.

4. Proprietary Rights

The Service and its entire contents, features, and functionality, including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof, are owned by Adaptive Business Solutions DBA promptengineers.ai, its affiliates, licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms do not grant you any right, title, or interest in the Service or its content, features, or functionality, other than the limited right to access and use the Service as set forth in these Terms.

5. Limitation of Use

You may use the Service only for lawful purposes and in accordance with these Terms. You agree not to (a) use the Service for any commercial purpose, or for any other purpose that is not authorized by these Terms, (b) reproduce, duplicate, copy, sell, trade, or resell the Service for any purpose, (c) modify, adapt, hack, or create derivative works based on the Service or its content, features, or functionality, (d) access the Service by any means other than through the interfaces provided by [Company Name], (e) use the Service in any manner that could disable, overburden, damage, or impair the Service or interfere with any other party's use of the Service, (f) use any robot, spider, scraper, or other automated means to access the Service for any purpose, (g) take any action that imposes an unreasonable or disproportionately large load on [Company Name]'s infrastructure, or (h) use the Service to transmit, distribute, or store any material that is illegal, harassing, threatening, defamatory, obscene, infringing, or otherwise harmful.

6. Modifications to Service

Adaptive Business Solutions DBA promptengineers.ai reserves the right, at any time and without notice, to modify, suspend, or discontinue the Service, or any part thereof, with or without notice, temporarily or permanently. You agree that Adaptive Business Solutions DBA promptengineers.ai shall not be liable to you or to any third party for any modification, suspension, or discontinuation of the Service or any part thereof.

7. Termination of Service

Adaptive Business Solutions DBA promptengineers.ai may, in its sole discretion, at any time terminate or suspend all or a portion of the Service, or your use of all or a portion of the Service, with or without notice and with or without cause.

8. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. [COMPANY NAME] DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. [COMPANY NAME] DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED, AND [COMPANY NAME] WILL NOT BE LIABLE FOR ANY INTERRUPTIONS, ERRORS, OR OMISSIONS.

9. Limitation of Liability

YOU AGREE THAT ADAPTIVE BUSINESS SOLUTIONS, LLC DBA AS PROMPTENGINEERS.AI SHALL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OF THE SERVICE, WHETHER SUCH DAMAGES ARE FORESEEABLE OR NOT AND WHETHER OR NOT [COMPANY NAME] HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. [COMPANY NAME]'S AGGREGATE LIABILITY TO YOU ARISING OUT OF THESE TERMS OR YOUR USE OF THE SERVICE SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT PAID BY YOU TO ADAPTIVE BUSINESS SOLUTIONS, LLC DBA AS PROMPTENGINEERS.AI FOR THE SERVICE OR (B) \$100.

10. Indemnification

You agree to indemnify, defend, and hold harmless [Company Name], its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, agents, licensors, suppliers,

successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of your use of the Service, or your violation of these Terms.

11. Governing Law

These Terms will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to its conflict of laws provisions or your actual state or country of residence.

12. Dispute Resolution

Any dispute arising out of or relating to these Terms or the Service will be resolved by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitration will be conducted in Dallas, TX.

13. Entire Agreement

These Terms, together with the Privacy Policy and any additional terms to which you agree when using certain elements of the Service, constitute the entire agreement between you and [Company Name] with respect to the use of the Service.

14. Changes to Terms

[Company Name] reserves the right, at its sole discretion, to modify or replace these Terms at any time. If a revision is material, **Adaptive Business Solutions DBA promptengineers.ai** will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at **Adaptive Business Solutions DBA promptengineers.ai**'s sole discretion.

By continuing to access or use the Service after any revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

If you have any questions about these Terms, please contact us at promptengineers.ai@gmail.com.