

Terms and Conditions

Last Updated: August 28th, 2023

Welcome to OctiAI. Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the OctiAI tool available at projectloomie.myshopify.com (the "Service") operated by OctiAI ("OctiAI", "we", "us", or "our").

Acceptance of Terms

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service.

Description of Service

OctiAI is a state-of-the-art prompt enhancer tool that transforms simple text prompts into highly specified, intricate, and detailed prompts. It is recognized globally and trusted by content creators, AI researchers, developers, educators, students, data scientists, business analysts, marketing professionals, and more. OctiAI employs sophisticated algorithms that analyse the context and semantics of the input prompt, generating enhanced prompts by expanding on the original text, incorporating relevant details, and fine-tuning the language.

Registration

To use OctiAI, you may be required to register an account. You must provide accurate and complete information and keep your account information updated. You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password.

No Refunds

All sales are final, and no refunds will be issued for any reason.

User Responsibilities

As a user of OctiAI, you are responsible for:

- Keeping your account secure.
- Using the Service for lawful purposes and in accordance with these Terms.
- Complying with any applicable laws and regulations.
- Not engaging in any activity that interferes with or disrupts the Service.
- Not reproducing, duplicating, copying, selling, reselling or exploiting any portion of the Service without the express written permission of OctiAI.

Intellectual Property

The Service and its original content, features, and functionality are and will remain the exclusive property of OctiAI and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of OctiAI.

Third-Party Links

The Service may contain links to third-party web sites or services that are not owned or controlled by OctiAI. OctiAI has no control over and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that OctiAI shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

Limitation of Liability

By using OctiAI's services, the user acknowledges and agrees that OctiAI is not responsible for any content generated in response to user prompts. The user accepts full responsibility and liability for the prompts they generate and any consequences that may arise from the content produced by those content. OctiAI expressly disclaims any liability associated with the content generated in response to user prompts. In no event shall OctiAI, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Indemnification

You agree to defend, indemnify and hold harmless OctiAI and its licensee and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) content posted on the Service. This indemnification survives the termination of these Terms and the User's use of the Service

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

OctiAI does not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Governing Law

These Terms are governed by Ontario, Canada law, irrespective of its conflict of law clauses. Any failure on our part to enforce these Terms is not a waiver of our rights.

Changes to Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. We will try to provide at least 30 days notice prior to any new terms taking effect. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the website and the Service. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect.

Customer Support

OctiAI offers access to prompt generation experts who can help troubleshoot and optimise your prompts for the best results.

Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms. If you wish to terminate your account, you may simply discontinue using the Service. Duties that survive the termination of an account include confidentiality obligations, disclaimers, or limitations of liability.

Contact Us

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

Please note that this document is intended to serve as a template, and we recommend consulting a legal professional to ensure that it meets all legal requirements for your specific business and location.

