

TERMS

GENERAL. We, Apps Do Wonders LLC (“Apps Do Wonders”, “we”, “us”, or “our”) license use of ChatGPT for Excel and ChatGPT for PowerPoint add-ins to educators under our Wonders Giving Program (“Services”) to you based on these Terms and Conditions, our Privacy Policy, and any other documents and policies we may issue from time to time (these “Terms”). Your agreement to be bound by these Terms shall occur upon your first use of our Services. We may change these Terms from time to time and shall notify you accordingly if we do. If you do not agree to such terms, you must not use our Services.

LICENSE. Subject to you agreeing to abide by these Terms, we hereby grant to you a free of charge, revocable, non-assignable, non-exclusive, non-transferable license to use our Services. The license is granted solely for your personal, non-commercial use.

PROPRIETARY RIGHTS. All intellectual property rights in our Services belong to us and you have no rights in, or to, our Services other than the right to use them in accordance with these Terms.

RESTRICTIONS AND ETHICAL USE. You agree not to, directly or indirectly: (i) copy, modify, or create derivative works of the Services, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services, in whole or in part; (iv) remove any proprietary notices from the Services; or (v) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

SUPPORT, END OF LIFE AND AVAILABILITY. We agree to provide technical support under the fair use principle, without obligation to provide any support: (i) for anything other than our Services; (ii) if you have altered or modified any portion of the Services; (iii) if you have not used the Services in accordance with our documentation or instructions. We reserve the right to End-Of-Life (“EOL”) the Service at our sole discretion and without notification. We cannot and do not guarantee that our Services will be available 100% of the time and will not be liable in the event our Services are unavailable.

WARRANTIES, AI CONTENT. We make no representations or warranties of any kind, express or implied, as to the operation of our Services. As part of the Services, you may use AI and have access to AI generated content and information (“AI Content”). Any AI Content is provided on an “as is” basis and we do not accept liability for AI Content nor make any warranties, express or implied, as to the qualifications, quality, suitability, fitness for purpose, completeness or correctness of any AI Content.

CONTENT AND DATA. You are fully responsible for data, text, and other content (“Content”) uploaded by you to our Services. You irrevocably and unconditionally represent and warrant that any of your data, whether personal, non-personal, special category or sensitive data (“Data”) provided complies with our Privacy Policy and any applicable data privacy laws. You own all rights, title and interest in and to all your Content and Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of your Content and Data.

LIABILITY. In the absence of willful misfeasance, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on our part, we will not be subject to liability to you: (i) for any losses; (ii) for any act or omission during, or connected with, the Services. You agree to indemnify and hold us, harmless from and against all claims, losses, expenses, damages and costs, and reasonable legal fees, resulting from or arising out of your act, default or omission in your use of our Services, and your breach of these Terms or any laws or regulations or otherwise.

OTHER IMPORTANT TERMS. These Terms will remain in full force and effect while you use the Service. We reserve the right, in our sole discretion and without notice or liability to: (i) deny access to and use of the Service; (ii) terminate your use of or participation in the Service at any time. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect. The Parties shall attempt to resolve any dispute arising out of or relating to these Terms through negotiations. If negotiations do not resolve the matter within 30 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (“ADR”) procedure. If the ADR procedure does not resolve the matter within 30 days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party. These Terms shall be governed by and construed in accordance with the laws of the state of Texas.