

# **Terms of Use for ProductNotes**

*Effective Date: October 29, 2024*

## **1. Introduction**

Welcome to ProductNotes! By accessing or using our services, you agree to be bound by these Terms of Use ("Terms"). If you do not agree to these Terms, please refrain from using our services.

## **2. Services Provided**

ProductNotes offers a platform to help users centralize notifications, generate insights, and streamline communication across tools for product and project management purposes. These Terms apply to all users and cover the use of our website, browser extension, and associated software ("Services").

## **3. Eligibility**

You must be at least 16 years old to use our Services. By using our Services, you represent and warrant that you meet this requirement.

## **4. Account Registration**

To access certain features, you may be required to create an account and provide personal information. You are responsible for maintaining the confidentiality of your account credentials and agree to notify us immediately of any unauthorized access or use of your account.

## **5. Acceptable Use**

You agree not to:

- Use our Services in a manner that violates any laws, regulations, or these Terms.
- Copy, modify, or distribute our software, content, or Services without written permission.
- Attempt to interfere with or disrupt the integrity, security, or performance of our Services.

We reserve the right to suspend or terminate your account for violations of these Terms or any misuse of our Services.

## **6. Intellectual Property**

All content, features, and functionalities available through ProductNotes, including software, trademarks, logos, and text, are the property of ProductNotes or our licensors and are protected by intellectual property laws. You agree not to use these materials for any purpose without our prior written consent.

## **7. User Content**

Any content you upload, post, or otherwise make available through our Services (such as notes, comments, or project information) remains your property. However, by using our Services, you grant ProductNotes a non-exclusive, worldwide, royalty-free license to use, display, and distribute your content as needed to provide our Services.

## **8. Privacy Policy**

Our Privacy Policy explains how we collect, use, and protect your information. By using our Services, you acknowledge and accept our Privacy Policy.

## **9. Disclaimer of Warranties**

ProductNotes provides our Services on an "as is" and "as available" basis. We disclaim all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Services will be uninterrupted, error-free, secure, or meet your expectations.

## **10. Limitation of Liability**

To the fullest extent permitted by law, ProductNotes, its affiliates, and its officers shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or related to your use of, or inability to use, our Services, even if advised of the possibility of such damages. Our total liability shall not exceed the fees, if any, paid by you to ProductNotes in the twelve (12) months preceding the event giving rise to the liability.

## **11. Indemnification**

You agree to defend, indemnify, and hold harmless ProductNotes, its affiliates, and its officers from any claims, losses, damages, liabilities, costs, or expenses (including attorneys' fees) arising out of or related to your use of the Services, violation of these Terms, or infringement of any third-party rights.

## **12. Modifications to the Terms**

ProductNotes reserves the right to modify these Terms at any time. Changes will be posted on our website with the updated effective date. By continuing to use our Services after changes are posted, you accept the revised Terms.

## **13. Termination**

We may suspend or terminate your access to the Services at any time, with or without notice, for conduct that we believe violates these Terms or is harmful to other users or ProductNotes. Upon termination, all provisions of these Terms that, by their nature, should survive termination, shall remain in effect.

## **14. Governing Law and Dispute Resolution**

These Terms are governed by the laws of the United States, without regard to its conflict of law principles. Any dispute arising from or relating to these Terms or your use of the Services shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. You waive your right to participate in class action lawsuits.

## **15. Third-Party Links**

Our Services may contain links to third-party websites or services. ProductNotes is not

responsible for the content, privacy policies, or practices of any third-party websites or services. Accessing third-party sites is at your own risk.

#### **16. Entire Agreement**

These Terms, along with our Privacy Policy, constitute the entire agreement between you and ProductNotes regarding your use of the Services and supersede all prior agreements or understandings.

#### **17. Contact Us**

For any questions about these Terms, please contact: Adrian Brown

Email: [team@product-notes.com](mailto:team@product-notes.com)

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