

# DataPilot.ai

## Terms of Service

**Effective Date:** October 1, 2024

Welcome to DataPilot.ai! Please carefully read these Terms of Service (“Terms”) before using our platform. By accessing or using our services, you agree to be bound by these Terms. If you do not agree with any part of the Terms, please do not use the platform.

### 1. Who We Are

DataPilot.ai is an AI-powered financial and operational benchmarking platform designed to provide actionable insights and optimize performance for businesses (“Service” or “Platform”). Our mission is to help businesses “Navigate the Unknown” by benchmarking their performance against peers and offering transformative, data-driven insights.

### 2. Acceptance of Terms

By registering for, accessing, or using the Service, you agree to these Terms and our Privacy Policy. If you are using the Service on behalf of an organization, you represent and warrant that you are authorized to bind that organization to these Terms.

### 3. Description of Service

Our Service allows businesses to benchmark their financial and operational data against industry-specific peers and provides insights to optimize performance. The Service is powered by AI and delivers automated insights from standardized metrics.

We exist to help businesses that struggle to unify their financial and operational data into a comprehensive view. By providing AI-powered benchmarks, DataPilot.ai enables businesses to gain clarity and control over their competitive position.

### 4. User Accounts

To access the Service, you must register and create an account. You are responsible for maintaining the confidentiality of your account credentials and for any activity conducted through your account. You agree to provide accurate, current, and complete information during the registration process.

### 5. Use of the Service

#### a. Permitted Use:



You agree to use the Service only for lawful purposes and in accordance with these Terms. You are responsible for your use of the Service and for any content you submit.

#### **b. Prohibited Use:**

You agree not to:

- Use the Service in violation of any applicable laws or regulations.
- Attempt to reverse engineer, decompile, or disassemble any software or other components of the Service.
- Share or sell access to the Service without our explicit written consent.

### **6. Fees and Payment**

Certain features of the Service may require payment. You agree to pay any applicable fees according to the agreed pricing model, which may be updated from time to time. We will notify you of any changes to pricing.

### **7. Data and Privacy**

We respect your privacy and are committed to protecting it. By using the Service, you agree to our Privacy Policy, which explains how we collect, use, and protect your data.

You retain all rights to your data; however, by submitting data to the Service, you grant DataPilot.ai the right to anonymize and aggregate the data for benchmarking purposes.

### **8. Confidentiality**

Both parties agree to treat as confidential all non-public, proprietary information disclosed under these Terms. You agree to protect our confidential information with the same degree of care you use to protect your own confidential information, but no less than reasonable care.

### **9. Intellectual Property**

All intellectual property rights in and to the Service, including the platform, software, algorithms, and content, are owned by DataPilot.ai or our licensors. You agree not to copy, modify, or distribute any part of the Service without prior written consent from DataPilot.ai.

### **10. Disclaimer of Warranties**



The Service is provided “as is” and “as available.” We make no warranties, whether express, implied, statutory, or otherwise, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

### **11. Limitation of Liability**

In no event will DataPilot.ai be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of the Service. Our liability to you for any cause of action, regardless of form, shall be limited to the amount paid by you for the Service in the 12 months prior to the event giving rise to the claim.

### **12. Termination**

We reserve the right to suspend or terminate your access to the Service at any time if you violate these Terms or engage in activities that harm the Service or other users. You may also terminate your account at any time by contacting us. Upon termination, your rights to use the Service will cease immediately.

### **13. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of Delaware, without regard to its conflict of law provisions. Any disputes arising under these Terms will be resolved in the courts of Delaware.

### **14. Changes to the Terms**

We may modify these Terms at any time by providing notice of the changes. Your continued use of the Service after such changes constitutes acceptance of the new Terms.

### **15. Contact Us**

If you have any questions about these Terms, please contact us at:

**Email:** [legal@datapilot.ai](mailto:legal@datapilot.ai)

**Address:** 10845 Griffith Peak Drive, 2<sup>nd</sup> Floor, Las Vegas, NV 89135, US