



## Terms of Service

Last updated: 27th Feb 2025

### 1. Acceptance of Terms:

Welcome to BusinessPromptExchange ("Site"). By accessing or using this Site, you ("User" or "you") agree to comply with and be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, please do not use this Site.<sup>1</sup>

### 2. Description of Service:

This Site provides a platform for users to share and access LLM prompts, connect with AI Ninjas for prompt refinement, and utilize a "Magic Wand" feature for prompt improvement.

### 3. User Accounts:

- You may be required to create an account to access certain features of the Site.
- You are responsible for maintaining the confidentiality<sup>2</sup> of your account information.
- You agree to provide accurate and complete information when creating your account.

- You are responsible for all activities that occur under your account.<sup>4</sup>

#### 4. User-Generated Content (Prompts):

- You are solely responsible for the prompts you submit to the Site.
- You represent and warrant that you have the right to share your prompts.
- You grant BusinessPromptExchange a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, and display your prompts on the Site.
- You agree not to post prompts that are:
  - Illegal, harmful, or offensive.
  - Infringing on the intellectual property rights of others.
  - Containing malware or viruses.
- We retain the right to remove any posted content.

#### 5. "Magic Wand" Feature:

- The "Magic Wand" feature is provided for convenience and is not guaranteed to produce specific results.
- You acknowledge that the output of the "Magic Wand" is based on algorithmic suggestions.
- You retain full responsibility for the prompts that are outputted from the "Magic Wand."

#### 6. "AI Ninjas":

- "AI Ninjas" are independent contractors and not employees of BusinessPromptExchange.
- Any agreements or interactions with "AI Ninjas" are solely between you and the "AI Ninja."
- We provide a platform for connection, and are not liable for the actions of any "AI Ninja."

## 7. Intellectual Property:

- All content on this Site, including but not limited to text, graphics, logos, and software, is the property of BusinessPromptExchange or its licensors.
- You may not reproduce, distribute, or modify any content from this Site without our express written permission.
- You retain ownership of your User Contributions (prompts, etc.), but grant us a license to use them for the operation and improvement of the Site.

## 8. Prohibited Uses:

- You agree not to use the Site for any unlawful or abusive purposes, including but not limited to:
  - Violating any applicable laws or regulations.
  - Impersonating any person or entity.
  - Infringing on the intellectual property rights of others.
  - Interfering with the operation of the Site.
  - Uploading or distributing malware or viruses.

- Engaging in any activity that could harm or disrupt other users or the Site.

#### 9. Specific Services, Payment, Refunds, and Subscriptions:

- If you subscribe to or purchase premium services offered on this Site, you agree to pay all applicable fees.
- Payment terms will be presented to you at the time of purchase.
- Refund policies, if applicable, will be clearly stated at the time of purchase.
- Subscription details, including renewal terms and cancellation procedures, will be provided during the subscription process.
- We use [Insert Payment Processor, e.g., Stripe, PayPal] to process payments. You agree to their terms of service as well.

#### 10. Disclaimer of Warranties:

- This Site is provided "as is" and "as available" without any warranties of any kind, express or implied.
- We do not warrant that the Site will be uninterrupted<sup>5</sup> or error-free.
- We disclaim all warranties of merchantability, fitness for a particular purpose, and non-infringement.

#### 11. Limitation of Liability:

- BusinessPromptExchange shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from your use of this Site or the Services.
- We are not responsible for the content of user-generated prompts or the actions of AI Ninjas.
- Our liability to you is limited to the amount you have paid us in the last six months, or \$100, whichever is greater.

#### 12. Indemnification:

- You agree to indemnify and hold harmless BusinessPromptExchange from any claims, damages, or losses arising from your use of this Site, your violation of these Terms, or your infringement of any third-party rights.

#### 13. Termination:

- We may terminate your access to the Site at any time, for any reason, with or without notice.

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

- These Terms shall be governed by and construed in accordance with the laws of United Kingdom.
- Any disputes arising from these Terms or your use of the Site shall be resolved through binding arbitration in accordance with the rules of UK Arbitration, or in the courts of United Kingdom

15. Privacy:

- Your use of this Site is also governed by our Privacy Policy, which is incorporated by reference into these Terms. Please review our Privacy Policy to understand how we collect, use, and disclose your information.

16. Changes to Terms:

- We reserve the right to modify these Terms at any time.
- Your continued use of the Site after any changes indicates your acceptance of the<sup>9</sup> revised Terms.

17. Entire Agreement:

- These Terms constitute the entire agreement between you and BusinessPromptExchange relating to the Site and the Services, and supersede all prior or contemporaneous communications and proposals, whether oral or written.<sup>10</sup>

18. No Third-Party Beneficiaries:

- These Terms are for the benefit of you and BusinessPromptExchange, and are not intended to benefit any third party.

19. Waiver and Severability:

- No waiver of any provision of these Terms shall be effective unless in writing and signed by BusinessPromptExchange.
- If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck from these Terms and the remaining provisions shall remain in full force and<sup>11</sup> effect.

## 20. Contact Information:

- If you have any questions about these Terms, please contact us at [info@businesspromptexchange.com](mailto:info@businesspromptexchange.com)